



**DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH
 CONTRACTS AND PROCUREMENT SERVICES
 64 NEW YORK AVENUE, NE, 2ND FLOOR, WASHINGTON, DC 20002
 PHONE: (202) 671-3171 ♦ FAX: (202) 671-3395**

May 24, 2013

**SUPPORTED INDEPENDENT LIVING (SIL) SERVICES
REQUEST FOR PROPOSAL (RFP)
AMENDMENT NUMBER ONE (1) – RM-14-RFP-200-SIL-XXX-BY4-SC**

TO ALL PROSPECTIVE OFFERORS:

This Amendment is in two parts.

THE CLOSING DATE FOR THIS RFP HAS BEEN EXTENDED TO FRIDAY, JUNE 21, 2013 @2:00PM (EST).

PART I

Question No.	RFP Section	Question
1		Since the Unit Pricing is set, how will this be handled?
DMH RESPONSE: The successful Offeror shall be awarded a number of slots based upon their identified capacity and competitive score.		
Question No.	RFP Section	Question
2		Do you have to have set aside facilities?
DMH RESPONSE: Set Aside Facilities are not a requirement for this solicitation.		
Question No.	RFP Section	Question
3		Does DMH mean to pay for Rental Units?
DMH RESPONSE: DMH shall not be paying for Rental Units.		
Question No.	RFP Section	Question
4	F.5.1	Please clarify Monthly Reporting Due Dates.
DMH RESPONSE: Monthly reports are due the 15th of each month for the prior month of service delivery.		

Question No.	RFP Section	Question
5	F.5.2	Please clarify "Actual and Anticipated Vacancies during the Reporting Period" heading.
DMH RESPONSE: In this column, add: Vacancy Begin Date and Vacancy End Date as a data point.		
Question No.	RFP Section	Question
6	Sections H.7	Subcontracting Requirements
<p>DMH RESPONSE: The attached requirements are part of the advertised Solicitation; the purpose of this Amendment is to stress the importance, for contracts over \$250,000.00 in cost, to comply with the requirements to subcontract or to request a waiver from the Department of Small and Local Business Development. In addition, an Offeror responding to this solicitation must submit with its Proposal, a notarized statement detailing any subcontracting plan as required by law. <u>Offers in response to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.</u> For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.7 of this RFP. For easy reference Section H.7 is attached along with a copy of the Subcontracting Plan Form (it may also be found in www.ocp.dc.gov, under "Solicitation Attachments.")</p>		

PART II

DELETE in its entirety Section B.2- Contract Type and REPLACE with the following:

The District contemplates the multiple awards of Indefinite Delivery Indefinite Quantity (IDIQ) contracts resulting from this solicitation. DMH is planning on awarding contracts to support 405 individuals living in provider operated SIL programs. The Offeror's proposed price, for the Base Year and for each of the Four One Year Option Years, cannot exceed \$13.50 per-Consumer-per-day for the services required by this contract (excluding services that are reimbursable MHRS services). The amount of each Contract awarded as a result of this solicitation shall depend on the availability of funds and the quality and number of Offers received. Award of options shall depend on the availability of funds, the Contractors' progress in meeting contract requirements, and timely submission of required data and reports. All Offerors are reminded that DMH cannot guarantee that sufficient funds shall be appropriated to fund services in future years, since funding is dependent on approval by the Council of the District of Columbia.

DELETE in its entirety B.3 Schedule B – Pricing Schedule and REPLACE with attached Revised B.3 Schedule B Pricing Schedule.

DELETE in its entirety C.4 Applicable Documents and REPLACE with:

C.4 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1.	Chapter 22, Title 22A of the DCMR	Standard for Supported Housing for Consumers	2005
2.	Chapter 34, Title 22A of the D.C. Municipal Regulations	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2001
3.	Chapter 35, Title 16 of the DCMR	Mental Health Provider Certification Infractions	2005
4.	DMH Policy 300.1D	Level of Care Utilization System (LOCUS/CALOCUS) Evaluations	2012

DELETE in its entirety C.6 through Section C.8 and REPLACE with attached Revised C.6 through C.8.

DELETE in its entirety Section C.7.1.3 and REPLACE with:

C.7.1.3 Be an MHRS Provider in good standing at the time of proposal submission.

ADD to Section C.8:

C.8.12 Consumers who transfer from one CSA to another CSA shall not have to change their housing.

C.8.13 DMH Consumers can exercise choice in the assignment of their CSA without loss of the Supported Independent Living placement.

ADD to Section C.9:

C.9.8 Contractor shall ensure that each Consumer have a current IRP and an ISSP that details the need for a Supported Independent Living facility placement and the services that shall be provided. All services required by the Consumer’s IRP and ISSP that are outlined in Section C.9 and are not reimbursable as MHRS shall be provided as part of the Contractor’s per-Consumer-per-day rate.

DELETE in its entirety Section L.8 - PROPOSAL PROTESTS to update the correct address for the Contract Appeals Board:

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are

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subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, **441 – 4th Street, NW, Suite 350N, Washington, D.C. 20001**. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSALS REMAIN UNCHANGED.

Only one copy of this amendment is being sent to prospective Offerors. Offerors shall sign below and attach a signed copy of this amendment to each proposal to be submitted to the place specified for receipt of proposals. Proposals shall be mailed or delivered in accordance with the instructions provided in the original RFP. In the event your proposal has been previously deposited with the Department of Mental Health, Contracts and Procurement Services (DMH/CPS), submit this signed Amendment in a sealed envelope, identified on the outside by the RFP number and submission date. This signed Amendment must be received by the DMH/CPS no later than the date and time for closing.

Failure to acknowledge receipt of Amendment One (1) for Solicitation Number **RM-14-RFP-200-SIL-XXX-BY4-SC** may be cause for rejection of any proposal submitted in response to the subject RFP.

Signed:


Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer

Amendment Number One (1) is hereby acknowledged and is considered a part of the proposal for Solicitation Number **RM-14-RFP-200-SIL-XXX-BY4-SC**.

Signature of Authorized Representative

Date

Title of Authorized Representative

Print or Type Name of Offeror

B.3 SCHEDULE B – PRICING SCHEDULE

Line Item #	Activity and Services	Maximum Quantity	Unit	Unit Price	Extended Price
0001 Base Year	Supported Independent Living (SIL) Services, as outlined in Section C.	_____	Consumer Per Day	\$13.50 (x365 Days)	\$ _____
0001 Option Year One	Supported Independent Living (SIL) Services, as outlined in Section C.	_____	Consumer Per Day	\$13.50 (x365 Days)	\$ _____
0001 Option Year Two	Supported Independent Living (SIL) Services, as outlined in Section C.	_____	Consumer Per Day	\$13.50 (x365 Days)	\$ _____
0001 Option Year Three	Supported Independent Living (SIL) Services, as outlined in Section C.	_____	Consumer Per Day	\$13.50 (x365 Days)	\$ _____
0001 Option Year Four	Supported Independent Living (SIL) Services, as outlined in Section C.	_____	Consumer Per Day	\$13.50 (x365 Days)	\$ _____

GRAND TOTAL \$ _____

 Name of Company

 Print Name of Authorized Person

 Signature of Authorized Person

 Date

C.6 ELIGIBILITY AND ACCESS

C.6.1 ELIGIBILITY:

C.6.1.1 Consumer shall be at least eighteen (18) years of age;

C.6.1.2 Consumer has a serious mental illness with a primary Axis I Diagnosis and may also have such co-occurring disorders such as a substance use disorder, mental complication, intellectual disability or other disorder. Consumer must be enrolled with a DMH-certified Core Services Agency (CSA) and assigned a Community Support Worker or in an Assertive Community Treatment (ACT) program.

C.6.1.3 Consumer eligible for this service includes, but are not limited to leaving institutional settings such as inpatient psychiatric facilities, medical and rehabilitation facilities, jails and prisons, nursing homes, substance abuse and other residential treatment facilities, or homeless services setting such as shelter or street.

C.6.1.4 Supported Independent Living provider shall obtain all of the relevant diagnostic and assessment and treatment data required to develop and implement the individualized Services Plan.

C.6.1.5 Consumer has chosen Supported Independent Living as his/her housing option;

C.6.2 ACCESS:

C.6.2.1 All Supported Independent Living facilities shall be located within the District of Columbia.

C.6.2.2 DMH shall approve consumer applications for SIL programs to assure that these services are accessible to all Consumers regardless of CSA enrollment.

C.6.2.3 Contractor shall provide written justification prior to refusal of a Consumer that must be reviewed by the CSA and DMH and consensus obtained;

C.6.2.4 Contractor shall provide written justification for holding the Consumer's housing unit when Consumer is absent for 30 days or longer. This decision must be approved by DMH authorizing official.

C.7 CONTRACTOR REQUIREMENTS

C.7.1 The contractor shall meet the following requirements prior to commencing performance under the contract and for the duration of the Contract:

C.7.1.1 Maintain a valid Certificate of Occupancy that authorizes at least the number of contracted housing units to be provided under the Contract;

C.7.1.2 Maintain a valid business license on file with the DMH Office of Accountability;

C.7.1.3 Be an MHRS provider in good standing;

- C.7.1.4 Maintain compliance with the *Standards for Supported Housing for Consumers* rules which governs the operation of Supported Independent Living programs;
- C.7.1.5 If a consumer chooses to enroll with a CSA other than the CSA providing the housing to the consumer, the consumer shall not be required to move from any housing associated with the previous CSA if that previous CSA receives housing support funding from DMH;
- C.7.1.6 Comply with contract monitoring and evaluation activities by DMH or its designee to verify utilization and invoicing or Consumers need for a continued SIL level of care;
- C.7.1.7 Maintain the staffing plan approved by DMH in awarding the contract;
- C.7.1.8 Maintain compliance with all responsibility criteria outlined by 27 DCMR § 2200, 4, including but not limited to maintaining good standing with all District regulatory agencies, and have no outstanding debts to the District;
- C.7.1.9 Have no record of false or fraudulent statements or conduct in dealing with the District;
- C.7.1.10 Maintain compliance with all responsibility criteria outlined in 27 DCMR applicable laws and regulations, including but not limited to those specified in Section C.4 of this Contract; and
- C.7.1.11 Staff employed by Contractor to perform the functions necessary under this Contract shall meet all requirements outlined in the regulations governing the operation of Supported Independent Living program, including but not limited to those specified in Section C.8, below.

C.8 **SERVICE REQUIREMENTS**

- C.8.1 Contractor shall perform the following services for Consumers:
- C.8.1.1 Provide housing units that are owned or operated by Contractor, or privately owned, operated and managed by the Contractor.
- C.8.1.2 Make facility repairs as needed and in a timely manner;
- C.8.1.3 Meet with Consumers and CSA on a quarterly basis, or more frequently as required to provide the support the individual needs to maintain community tenure, to discuss housing and landlord-tenant related issues (e.g., assisting the consumer to deal with housing-related emergencies and building maintenance issues); progress on recovery goals; and their ability to function more independently in a community living setting;
- C.8.1.4 Monitor Consumers' health and safety;
- C.8.1.5 Monitor Consumers' behavior for issues that might lead to a medical and/or psychiatric crisis;

- C.8.1.6 Provide crisis and emergency services in accordance with the Consumers crisis plan;
- C.8.1.7 Coordinate or provide special support services (e.g. language, sight, mobility, home health, sufficiency in getting to medical and other business appointments independently);
- C.8.1.8 Provide periodic one to one staff support;
- C.8.1.9 Coordinate services with the Consumers CSA and other service providers (primary health care, substance abuse services, social services, etc.);
- C.8.1.10 Provide functional living skills training and support; and
- C.8.1.11 Contractor shall ensure that services are responsive to the unique ethnic, racial and cultural needs of Consumers served.
- C.8.1.12 Contractor shall ensure that the full spectrum of MHRS services shall also be available to the Consumer from the Contractor or the Consumer's CSA. MHRS services shall be tracked and billed separately and distinctly from the Supported Independent Living services required under this contract.
- C.8.1.13 The Contractor shall, in collaboration with the consumer's CSA, ensure that he/she is referred to Supported Employment or other community-based vocational or educational services.

H.7 **MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)**

- H.7.1 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.7.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.7.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.7.3 Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.7.1 and H.7.2.
- H.7.4 The purpose of following information being provided is to help prospective bidder/offeror who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250, 000.00 for a given project, to search for responsible subcontractors. Click on the following link, and on the left side of page, select "Doing Business in the District of Columbia," scroll down list, select "Request for CBE Firms Listing," this shall take bidders/offerors to a form to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from web link in **Section J.12 on Page 47** of this solicitation.
- H.7.5 **Subcontracting Plan**
- H.7.5.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract in accordance with the provisions of Section H.7.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:
- H.7.5.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.7.5.3 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient qualified SBEs are available, who are certified business enterprises;
- H.7.5.4 The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;

H.7.5.5 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;

H.7.5.6 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;

H.7.5.7 In shall subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;

H.7.5.8 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;

H.7.5.9 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor shall make such records available for review upon the District's request; and

H.7.5.10 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.7.6 **Subcontracting plan Compliance Reporting**

H.7.6.1 If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:

H.7.6.2 The dollar amount of the Contract or procurement;

H.7.6.3 A brief description of the goods procured or the services contracted for;

H.7.6.4 The name of the business enterprise from which the goods were procured or services contracted;

H.7.6.5 Whether the subcontractors to the Contract are certified business enterprises;

H.7.6.6 The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.7.6.7 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.7.6.8 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.7.7 **Enforcement and Penalties for Breach of Subcontracting Plan**

H.7.7.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.7.7.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.7.7.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

SUBCONTRACTING PLAN

PRIME CONTRACTOR INFORMATION

Company: _____ Street Address: _____ City & Zip Code: _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="display: flex; justify-content: space-around; font-size: small;"> LSDBE Subcontract Value Percentage Set Aside </div>

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier : _____ <div style="text-align: center; font-size: small;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; font-size: x-small;"> <tr> <td style="width: 15%;">SBE:</td> <td style="width: 15%;">LBE:</td> <td style="width: 15%;">DBE:</td> <td style="width: 15%;">DZE:</td> <td style="width: 15%;">ROB:</td> <td style="width: 15%;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right; font-size: small;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- d. Listing of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right; font-size: small;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
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FOR CONTRACTING OFFICER USE ONLY

Date Plan Received by Contracting Officer: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____	
Name & Title of Contracting Officer _____	Signature _____	Date _____

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
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