

# AWARD/CONTRACT

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2. Contract Number  
**DCTO-2008-C-0188**

3. Effective Date  
See Box 20C below.

4. Requisition/Purchase Request/Project No.  
RQ399910

5. Issued By:

Code

6. Administered by (if other than line 5)

Office of Contracting and Procurement  
Information Technology Services  
441 4<sup>th</sup> Street, N.W., Suite 971 North  
Washington, D.C. 20001

Office of the Chief Technology Officer  
One Judiciary Square  
441 4<sup>th</sup> Street, N.W., Suite 1050 North  
Washington, D.C. 20001

7. Name and Address of Contractor (No. street, city, county, state and Zip Code)

L 1 Identity Solutions Operating Company  
Secure Credentialing Division  
298 Concord Road  
Billerica, MA 01821

8. Delivery  
 FOB Origin       Other (See Section F.4)

9. Discount for prompt payment

10. Submit invoices to the Address shown in (2 copies unless otherwise specified)  Item Section G.2.1

Code

Facility

11. Ship to/Mark For

Code

12. Payment will be made by

Code

SAME AS BLOCK 6

13. Reserved for future use

14. Accounting and Appropriation Data

15A. Item	15B. Supplies/Services	15C. Est. Qty.	15D. Unit	15E. Unit Price	15F. Amount
0001	Base Period - Drivers Knowledge Testing System	12	Months	\$279,312	\$279,312
Total Amount of Contract					\$279,312

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Contracting Officer will complete item 17 or 18 as applicable

17.  **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_ including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name and Title of Signer (Type or print)  
Gopal Sai, VP - Finance

20A. Name of Contracting Officer

Annie R. Watkins

19B. Name of Contractor

19C. Date Signed

20B. District of Columbia

20C. Date Signed

L-1 Identity Solutions Operating Company  
*Gopal Sai*  
(Signature of person authorized to sign)      11/7/08

*Annie R. Watkins*  
(Signature of Contracting Officer)      11/7/08

\*\*\* Government of the District of Columbia



Office of Contracting and Procurement

DC OCP 201 (7-99)

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1** The District of Columbia needs a Drivers Knowledge Testing System for commercial driver licenses (CDL) and for non-commercial driver licenses (NCDL). The system shall be installed and operational four months from date of award. The system shall be an in-house driver knowledge testing system but shall have a 'sample' test of 30 questions on the web for customers to practice the test prior to taking the actual test at DMV. The system shall include the capability to change the questions on the web as desired (as well as the questions on the knowledge tests in general).

**B.2** The District contemplates award of a fixed price contract.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR**

Contract Line Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Total Price
0001	Drivers Knowledge Testing System	Months	12	\$279,312
<b>Grand Total for B.3.1</b>				<b>\$279,312</b>

**B.3.2 OPTION YEAR ONE**

Contract Line Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Total Price
1001	Annual Maintenance	Months	12	\$28,930
<b>Grand Total for B.3.2</b>				<b>\$28,930</b>

**B.3.3 OPTION YEAR TWO**

Contract Line Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Total Price
1002	Annual Maintenance	Months	12	\$28,930
<b>Grand Total for B.3.3</b>				<b>\$28,930</b>

**B.3.4 OPTION YEAR THREE**

Contract Line Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Total Price
1003	Annual Maintenance	Months	12	\$36,930
<b>Grand Total for B.3.4</b>				<b>\$36,930</b>

**B.3.5 OPTION YEAR FOUR**

Contract Line Item No. (CLIN)	Item Description	Unit	Estimated Quantity	Total Price
1004	Annual Maintenance	Months	12	\$36,930
<b>Grand Total for B.3.5</b>				<b>\$36,930</b>
<b>TOTAL AMOUNT</b>				<b>\$411,032</b>

14. SCHEDULE (Include applicable Federal, State and local taxes and all delivery charges)					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	ESTIMATED QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Optional Requirements – See attached Statement of Work				
	Base Period - Knowledge Testing System				
0001	A. Interface Capability	1	Lot	\$170/Hour	\$170/Hour *
0002	B. Voice Recognition Capability	1	Lot	\$21,365	\$21,365
				TOTAL AMOUNT	\$*

See BAFO Response dated, September 12, 2008.

## SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia desires to purchase a Drivers Knowledge Testing System for commercial driver licenses (CDL) and for non-commercial driver licenses (NCDL). The system shall be installed and operational four months from date of award. The system shall be an in-house driver knowledge testing system but shall have a 'sample' test of 30 questions on the web for customers to practice the test prior to taking the actual test at DMV. (Sample Questions are provided in Attachment E). The system shall include the capability to change the questions on the web as desired (as well as the questions on the knowledge tests in general).

The Drivers Knowledge Testing System shall be web-based to allow deployment to any or all of DMV's four service centers. The DMV has an in-house system for driver licenses and vehicle registration called 'Destiny.' The database shall be centralized and interfaced with the existing Destiny system to allow real-time transfer of test results for issuance of a learner's permit or license. The system shall allow administrators to monitor activity at each site including examiner, tests underway, tests completed, and other operational data as well as cumulative statistical reports by site, by standard time periods (e.g., monthly) as well as by specified time periods (i.e., range of dates), and by pass/fail rates. The system shall be structured to allow monitoring and control by a central console for global management at the executive offices (which is one of the five sites) as well as a site manager console(s) for each site.

The system currently in operation at the DMV involves the capture of the person's photo as the last step in the process when the license card is generated. The DMV is requiring that photo capture become the first step in the process with the implementation of the knowledge testing system. The initial step in the knowledge testing process shall include capture of the person's photo, entry of their date of birth and full name, and verification of the person's Social Security number (SSN) through Destiny. This will require that the knowledge testing system be interfaced with the current in-house system for management of driver licensing and ID cards and the current system for the license and ID card generation or both. For example, the photo taken in the first step and stored in Destiny shall be retrieved by the Knowledge Testing system along with the person's entry data when the person appears at the counter to take their knowledge or skills test. The DMV expects the bid responses to include a proposed business process and the data transfer needed to support this 'photo-up-front' process.

A primary focus of the system shall be business rules and technology considerations that minimize the potential for fraud. The system shall also be configured with failover capability (i.e., redundancy) to ensure minimum outages and no single point of failure.

## **Document Purpose**

The purpose of this document is to provide the Statement of Work (SOW) for the Drivers Knowledge Testing System. In addition to functional capabilities, this document contains technical requirements, specifications, and standards that shall be part of the proposed solution.

## **Intended Audience**

Both the SOW and Technical addendum are intended as a resource for the vendors responding to the District of Columbia of Columbia's request for a new Drivers Knowledge Testing System. Its contents shall be carefully considered and incorporated into proposed solutions.

## **How The Technical Addendum Is Organized**

The technical addendum is organized in sections that identify specific District of Columbia standards, policies, and guidelines deemed critical to the successful integration of the Drivers Knowledge Testing within the District of Columbia's enterprise architecture and support organization.

## **Overview**

The purpose of this section is to provide history, concerns, and technical requirements for a new Drivers Knowledge Testing System. Potential vendors need to understand where the District of Columbia has been with this system and how the District of Columbia would like to build upon this system in the future.

The new system will not only meet current operational needs for the customers but also integrate with the current IT systems, environment and infrastructure to provide an opportunity for the future, not an obstacle to be addressed or circumvented.

## **System Functionality Requirements**

The District of Columbia seeks a custom off-the-shelf (COTS) system (i.e., an existing Drivers Knowledge Testing System) solution that must satisfy a number of specific required operational and technical goals. There are also two optional capabilities that are desired but not required.

The system shall meet the following operational and technical requirements:

1. Adheres to District of Columbia architecture guidelines, standards, and policies
2. Adheres to District of Columbia standards for Disaster Recovery and redundancy (i.e., no single point of failure) within the application

3. Provides District of Columbia with full ownership and control of data contained in the system
4. Provides District of Columbia with business reports and the flexibility to generate ad hoc reports at the discretion of the District of Columbia
5. Provides flexibility for the District of Columbia to add or change questions if regulations are enacted before the periodic updates are available. This includes the capability to add the question in each of the language requirements standard to the District of Columbia.
6. Interfaces with the DMV's driver license system, Destiny, to store test results in the associated customer record.
7. Meets all language requirements standard to the District of Columbia including: English, Spanish, Korean, Vietnamese, Amharic, Chinese and French both for the non-commercial driver licenses (NCDL) test questions and for the motorcycle test questions. The attached appendix includes a list of the current questions for the NCDL and motorcycle tests. The vendor is responsible not only for obtaining translations of the current test questions but also translation in all languages for up to ten changes or new questions per year for the duration of the contract.
8. Provides the standard eight tests for commercial driver licenses (CDL) in two languages: English and Spanish. The CDL questions shall be obtained by the vendor based on Federal requirements. If federal guidelines and questions change, the vendor is responsible for upgrading the CDL test within the federally required time period, including having the test available in Spanish as well as English.
9. Every question in the NCDL, CDL, and motorcycle test shall be accompanied by a picture/photo or graphic. The images shall be high quality. The system shall provide the capability for the DMV to change images if desired as well as modifying or adding questions with images.
10. Provide the capability for customers to zoom in on the image if they want to see it in a larger format.
11. Provide a customer controllable audio capability for presentation of the test questions for persons who have challenging reading skills.
12. Provide the test questions in the largest font possible given the screen limitations and space needed for images, instructions, and selection 'buttons'.
13. Provide capability for DMV staff to print test results.
14. Provide various levels of security ranging from logon IDs and passwords to override capabilities for managers and administrators.
15. Provide the capability to store customer's answers on each question and whether it was correct or not (although only pass/fail information will be sent to the Destiny system along with the customer information).
16. Provide the capability to terminate the test automatically once the person answers a question incorrectly that puts them at the failure level for the test.
17. Provide capability for customer to take a manual (i.e., written) test including questions with associated image and a scoring sheet.
18. If the customer has selected one of the foreign languages available for any test, provide a 'button' to show a question in English. When the customer moves to the next question, it would again be shown in the selected language. Any time it is desired that the question be shown in English, the 'Show in English' button must be selected.

19. Interface with Destiny for validation of the SSN, date of birth and photo image to ensure the correct person is taking the test. When assigning the person to a test machine, provide the person's image on the administrator's workstation as an additional security feature. It should be noted that the process shall involve taking the customer's photo as the first step in the process. At that time, the SSN check is accomplished through Destiny as well as verification that the person does not have an existing license in the District of Columbia. As the person moves to the testing system, the SSN, date of birth, name, and photo would be passed to the testing system for viewing by the test examiner. Once the examiner is satisfied that the photo and identification provided by the person matches the information obtain from Destiny, the administrator would assign the person to a console to take the test in question.
20. Allow customers to take the test only once per day but provide an override capability for special circumstances.
21. Although tests may be taken at four different service centers, provide a central repository for all test results and a single interface with Destiny for transferring the test results to Destiny.
22. Provide the capability to terminate the test automatically once the person exceeds the time set by DMV to complete a test (i.e. 30 minutes for NCDL and 60 minutes for CDL tests). Warning message should be displayed 5 minutes prior to terminating the test. If test is terminated before completion, the test results should be displayed as failed.
23. Applicants shall be limited to three (3) knowledge test examinations within a twelve (12) month period. If the applicant fails the third examination, no further knowledge test examination shall be given until a period of twelve (12) months has elapsed from the date of the first knowledge test examination failed.

The following technical and operational capabilities are optional requirements:

- A. Provide an optional quote for the ability to interface with the existing customer queuing system is desired for efficient processing of large number of applicants for the knowledge test. If the proposed system already includes this capability in the bid price, please note it in the bid response.
- B. Provide an optional quote for voice recognition capability for persons to verbally take the exam. If this is already a component of the system being bid, please note it in the bid response.

### **Business Process Requirements and Interfaces**

The District of Columbia requires a system that allows the photo to be captured as the first step in the process. Eventually this will also be the first step in the licensing process as well as the knowledge test process. In response to this statement of work the bidder shall include a workflow and description of how they propose to implement a 'photo first' capability given that the District currently has an in-house driver licensing and ID system that obtains photo images through a separate license card generation system. The in-house system, Destiny, and the license card generation system share an image server. The photo, however, is currently taken at the end of the licensing process. This process is open to fraud and difficult to control as there is no photo

during the knowledge testing or licensing process against which to verify that the person at the counter is the same person who initially requested the service.

If the photo is taken as the first step in the process, it is assumed that the basic information (SSN, date of birth and full name) will be entered into Destiny as it already contains a SSN verification process. When the person arrives in the knowledge testing area, it is envisioned that the examiner would enter the information provided by the person (i.e. SSN, date of birth and full name), and access Destiny to verify the information and the license card generation system (or image server) to obtain the photo. If the person passes the test, information would then be passed back to Destiny indicating the successful completion of the knowledge test. The person can then obtain through Destiny either their learner's permit or driver license, whichever is appropriate. This is, however, only a brief overview of the process. In the bidder's response, DMV is requesting a more detailed description of the process including workflow, interface requirements, and an estimate of the development support required to make proposed changes in Destiny.

## Technical Addendum

### Architecture

District of Columbia requires that the system shall have the flexibility to increase the testing volume and additional enforcement types such as foreign language additions, and allow for flexibility within the application for any future changes required by the District of Columbia. The selected vendor's application shall follow the guidelines provided below.

### Application

Applications architecture defines the application required to support the District of Columbia's functions and to manage its information. The application's architecture contains high-level descriptions of the capabilities and benefits of all the applications that support the District of Columbia. It identifies the functions supported by the applications, the data created, updated, or referenced by the applications, and the current applications affected.

The purpose of the applications architecture is to provide an organized application that will improve the District of Columbia's overall effectiveness and productivity, from a business, and customer service perspective. This will provide strategic and differentiated customer services to improve operational and cost advantages.

Quality	Architectural Requirements
Scalable	<ul style="list-style-type: none"> <li>Number of clients shall be able to grow significantly with a linear increase in network and server load</li> <li>Amount of data shall be able to increase substantially without degradation of performance and response time</li> </ul>
Flexible	<ul style="list-style-type: none"> <li>Application logic shall be table-driven</li> </ul>

	<p>and meet system and business performance requirements</p> <ul style="list-style-type: none"> <li>• Programs easily support changing business rules</li> <li>• Programs are structured and well documented</li> <li>• Programs shall be designed for ease of maintenance and impact analysis</li> <li>• New service technologies shall be accommodated as per District of Columbia requirements and standards.</li> </ul>
Modular	<ul style="list-style-type: none"> <li>• Well-structured and organized programs minimize impact on other modules</li> <li>• Programs are organized to maximize the use of re-usable or common logic</li> <li>• Business processes flow quickly</li> </ul>
Client/Server	<ul style="list-style-type: none"> <li>• The vendor shall provide the application infrastructure that is based on the client/server model. This model shall also follow the software/hardware standards approved by OCTO.</li> </ul>
Production Volume Proven	<ul style="list-style-type: none"> <li>• Applications shall have a satisfactorily high-volume production performance history</li> <li>• Applications shall be stress tested to prove performance capacity well above that observed or predicted for normal production use</li> </ul>
Application Adaptability	<p>Applications shall be able to be quickly transformed to support the District of Columbia's direction</p>
Redundancy	<ul style="list-style-type: none"> <li>• Application shall be designed with fault tolerance in mind at an overall application architecture level.</li> </ul>

### Information and Data

Information architecture identifies the major kinds of data that support management functions. Good data architecture has minimal changes over time, has sound fundamental data definitions, and remains flexible with respect to market changes and business perspective.

To achieve this flexibility, data is defined independently of who uses it, where it is used or stored, when it is used, the sequence in which it is used, and which applications and technologies manage it.

A sophisticated data architecture that supports change brings the advantages of accelerating communication flow and of improving management decision-making and control functions. Equally important, robust data architecture has powerful potential to increase service quality levels and shorten service delivery timelines.

Quality	Architectural Requirements
Data Model	<ul style="list-style-type: none"> <li>• <b>Allows services to be maintained as distinct entities and to be related in accordance with the District of Columbia's information requirements</b></li> <li>• Is developed and maintained rigorously</li> <li>• Links to the business objectives and integrates with the relational database and dictionary</li> <li>• Contains all data required to support the current business and the defined strategy to incorporate new service offerings</li> <li>• Efficiently and effectively enhances business productivity and application performance</li> <li>• Data is normalized to eliminate the occurrence of redundant data</li> </ul>
Relational Database	<ul style="list-style-type: none"> <li>• Uses an industry-wide accepted standard</li> <li>• Requires minimal de-normalization for performance considerations</li> <li>• Exploits hardware capabilities</li> <li>• Maintains critical data rules</li> <li>• Demonstrates performance under high volume</li> </ul>

**Network**

Quality	Architectural Requirements
Topology	<ul style="list-style-type: none"> <li>• Compatible with TCP/IP for all data communication</li> <li>• Accommodates standard and emerging technologies with support standards such as T1, T3, frame relay, ATM, and ISDN, 802.11a/b/g/x</li> </ul>
Scalability	<ul style="list-style-type: none"> <li>• Network shall be scalable and allow for growth</li> <li>• Able to add platforms and specialize their use (such as establishing separate servers for each location that will connect with a central server without performance degradation)</li> <li>• Able to position systems geographically with the ability to reallocate/redesign placement of hardware without performance degradation</li> </ul>
Open Standard Protocol	<ul style="list-style-type: none"> <li>• Protocols shall be open standard.</li> <li>• OCTO has selected TCP/IP as its standard</li> </ul>

## Hardware Requirements

The District of Columbia has recently purchased touch screen monitors at all sites for knowledge testing. The inventory is:

### **General Knowledge Testing Inventory as of 5 February 2008**

Southwest Service Center:	20 Operational touch screen testing units 1 Test Administrator Work Station
Brentwood Service Center:	05 Touch screen testing units 1 Test Administrator Work Station
Brentwood Road Test Center:	07 Touch screen testing units
Penn Branch Service Center:	05 Touch screen testing units 01 Test Administrator Work Station
Georgetown Service Center:	05 Touch screen testing units 01 Test Administrator Work Station

Although this inventory (as well as any new equipment purchased under this contract) will remain the property of the District of Columbia, the successful vendor shall assume maintenance responsibility for all existing equipment as well as replacement of any equipment that can no longer reasonably be repaired or replaced under warranty. Additionally, the vendor shall maintain at least 2 spares/site to ensure all hardware failures can be resolved within four hours.

Six administrator consoles shall be provided by the successful vendor. The consoles shall be implemented at the Penn Branch, Georgetown, Southwest, Brentwood 1205 and Brentwood 1233 service centers. The sixth administrator console shall be installed in the Service Integrity office. The consoles shall adhere to District of Columbia technical requirements and reflect the type/model computers and monitors used in the testing workstations. To ensure continuity of service, at least two spare administrator consoles shall be configured to replace any broken console with minimum downtime.

The contractor shall also provide servers that will be tasked with supporting these workstations. This contractor shall install the equipment on the Department of Motor Vehicles Network and shall meet all requirements and standards as required. The vendor shall recommend a configuration that ensures optimum availability at all sites. The servers shall include a 3-year maintenance agreement (Gold Support with 4 hour onsite response time) and an optional quote for warranty responsibility.

## **Software Requirements**

The contractor shall provide operating systems for the knowledge testing stations (touch screens) and for the servers along with current software and drivers at the time of installation, and the software required for full functionality with the contractor's application. The contractor shall provide a maintenance agreement that ensures support for system problems and updates as the system is enhanced by the vendor either as a result of adding new functionality or as a result of changes required by technology changes within the industry (e.g., moving from Windows XP to Windows Vista, Server 2003 to Server 2008, SQL 2005 to SQL 2008 etc). The annual maintenance cost shall be included as a separate line item in the quote for the five years of operation. The vendor shall also provide a Help Desk or a technical contact person for resolution of system problems during the following hours:

- Monday through Saturday from 6 a.m. until 8 p.m. local time.

The maintenance agreement shall describe the technical support to be provided including an escalation process for problems. The escalation process shall contain names, titles, contact numbers and the person's location.

This software shall meet the District of Columbia's Office of the Chief Technology Officer requirements as defined in this document.

## **Performance Requirements**

The contractor shall guarantee the following system performance levels, in addition to any which may appear in the statement of work:

- (a) On-line system availability level of 99.99 percent in any calendar month. To ensure this availability, the vendor shall provide redundant system components with no single point for failure for real-time failover for business continuity.
- (b) An average system response time at each workstation of 2 seconds or less over a one week period;

## **Service Level Reporting**

The contractor shall guarantee the following system performance levels, in addition to any which may appear in the statement of work:

- (a) Online and on demand availability and delivery of regular production management reports
- (b) Repair or replace within four hours or the end of the business day on which notification from the District of Columbia was received, whichever occurs first, any server hardware component that fails to perform at its intended level

## **Security**

Security features shall include login IDs and passwords for all test administrators who shall have the basic rights needed to administer the knowledge test. An additional level of rights will be provided for managers and supervisors who can override certain capabilities (such as the restriction to take only one test per day). A final level of rights shall be provided for the system administrator which shall include everything needed to function as system administrator including loading updates and system changes from the vendor.

## **Definitions**

"Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

## **Inspect and Test**

The District of Columbia has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District of Columbia shall perform inspections and tests in a manner that will not unduly delay the work.

## **Inspection Failure**

If any of the services do not conform to the contract requirements, the District of Columbia may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount.

## **Defects**

When the defects in services cannot be corrected by performance, the District of Columbia may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements at no cost to the District of Columbia.

## **Failure to Comply**

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance is in conformity to contract requirements, the District of Columbia may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District of Columbia that is directly related to the performance of such services, or (2) terminate the contract for default.

## **Quality Assurance**

The Project strategy for quality assurance will be to focus on the quality of the documentation, coding standards, deliverables, and Business Continuity Plan as well as the management of the project schedule and the priority of achieving system response times that adequately support the District of Columbia's workflow. Additionally, the application, inclusive of all its components, will ensure that all the related documented standards are enforced. Quality assurance activities will provide an ongoing assessment of these factors. This involves evaluating progress against requirements and the review of deliverables. In addition, quality assurance activities will interact

closely with and support risk identification, on-going risk monitoring, and contingency planning. Quality assurance will also ensure that the application and database allow for the future growth.

The Contractor shall be required to develop and acquire the District of Columbia's approval for a comprehensive test plan. The test plan shall include provisions for automated regression and load testing scenarios using tools such as Mercury Interactive's WinRunner and LoadRunner, respectively.

### **Testing**

The successful vendor shall be required to develop and acquire District of Columbia's approval on a comprehensive test plan and regression test scenarios, including but not limited to -

1. Loading and update of knowledge tests
2. Network Architecture
3. Platform portability
4. Hardware/servers portability
5. Disaster Recovery / Application continuity
6. Interfaces (bi-directional) with Destiny and through Destiny to AAMVA for SSN validation
7. Error handling
8. Reporting (routine application reports as well as ad hoc reporting capability)
9. Printing
10. Additional required hardware
11. Additional required software

The Contractor shall describe a comprehensive approach, method, and lifecycle for all testing. Testing shall not be limited to the executable system. Rather, testing shall be built into all systems integration and test development life-cycle phases. Testing of interfaces and data exchanges shall be coordinated with the systems in question.

The project implementation plan including the testing plan and schedule shall not exceed four calendar months in duration. The vendor shall, however, maintain a business analyst and technical support person on site for an additional month to ensure all system capabilities function as required and are accurate and reliable.

### **Documentation**

The vendor shall provide three levels of documentation for the following audiences:

1. Systems staff responsible for administering the system. This documentation shall include information on the system architecture, functions, database, installation, and any other tasks normally required of a system administrator.
2. Users of the system that includes DMV staff responsible for administering the tests and monitoring the results. This documentation shall include a workflow of the system functionality and a brief description of all reports that may be obtained from the system. Instructions and a user guide are also required for the ad hoc reporting capability.

3. All users. A Quick Guide is requested. This shall include updateable wallpaper on administrative consoles as well as a one-page, laminated 'cheat sheet' with major functions and process flows identified for training and reference purposes.

### Acceptance Criteria

For each implementation deliverable, the vendor and the District of Columbia will define and agree upon specific acceptance criteria. Additionally, the first 30 days of the implementation will be considered a pilot phase. This is to further ensure the conformance to the requirements and the District of Columbia's quality standards. All the pre-determined transactions, as defined by the vendor and the District of Columbia, need to be successfully executed prior to the completion of the pilot phase. Contractor is expected to coordinate and ensure the completion of the Pilot Phase. For this Pilot Phase, the District of Columbia will provide final acceptance for the successful execution of all pilot scenarios and transactions prior to the final implementation of ticket processing system

The vendor shall provide a documented and approved Rollback and Contingency plan prior to the end of the pilot phase.

**Table 1.1**  
**OCTO Software Standards**

Desktop Applications			
Desktop Antivirus	McAfee	McAfee VirusScan	<p>All District of Columbia of Columbia workstations will use McAfee VirusScan software to protect the District of Columbia Wide Area Network (DCWAN) from malicious code. New computers should have the VirusScan software installed and configured prior to being deployed.</p> <p>More Info: <a href="http://www.mcafee.com">http://www.mcafee.com</a></p>
Office Automation	Microsoft	Office XP Standard Office XP Professional	<p>All new purchases will be Office XP Standard. If a user requires Microsoft Access, the agency can purchase Office XP Professional.</p> <p>This standard applies to office automation only. OCTO has not approved Office as an application development platform. The District of Columbia supports the use of Excel and Word macros; however, it has not sanctioned complete applications using Access. OCTO is evaluating the best solution for low-end application development. The use of Access as that platform is not recommended until the evaluation has been completed.</p> <p>More Info: <a href="http://www.microsoft.com">Http://www.microsoft.com</a></p>

Desktop Operating System (OS)	Microsoft	Windows XP	Windows XP Professional is the preferred operating system for all new PC purchases. The District of Columbia has standardized on Intel based personal computers. Apple computers can only be purchased upon approval by OCTO.  More info: <a href="http://www.microsoft.com">Http://www.microsoft.com</a>
Web Browser	Microsoft	Internet Explorer 6.0 w/128-bit encryption	Internet Explorer 6.0 is the browser standard for all new Windows PCs. Note that other devices, such as PDAs, may have embedded browsers. This standard does not address these devices nor does it address non-Windows platforms.  Note that other features embedded within Internet Explorer, such as the email client, are not supported. The intent of this recommendation is to establish a standard for web browsing.  More Info: <a href="http://www.microsoft.com">http://www.microsoft.com</a>
Media Player – Desktop	Microsoft	Media Player 10.0	<b>Microsoft Windows Media Player is a full-function media player that comes bundled with new PC operating systems. The District of Columbia has standardized on Media Player for their web infrastructure.</b>  More Info: <a href="http://www.microsoft.com">http://www.microsoft.com</a>
Forms Generator	Lake Companies ICM America Cardiff	JetForms OmniForms Liquid Forms	All are COTS product that allow for management of paper or electronic documents.
<b>Server Applications</b>			
Server Operating System – File/Print	Microsoft	Windows 2003 Server Windows 2003 Advanced Server	OCTO recommends Windows 2003 Server and Advanced Server platforms for file and print servers. Most agencies will deploy Windows 2003 Server rather than Advanced Server. Windows 2003 Advanced Server, with its additional scalability and clustering features, will mainly be deployed in the centralized OCTO data centers.  More Info: <a href="http://www.microsoft.com">http://www.microsoft.com</a>
Server	McAfee	Netshield –	The previously mentioned products are the

Antivirus Application	Sybari  Trend Micro	Win2000  Antigen - Exchange  Solaris - Unix (SUN)	recommended virus protection software for the various server platforms.  Antivirus software must be installed on all servers regardless of their use and location. The software must be kept up to date with both current versions and the newest virus signature files.
Enterprise Application Integration (EAI)	SeeBeyond	EGate InSight	The District of Columbia has standardized on SeeBeyond for enterprise-level integration. Where there is a need for high-volume and reliable integration between many disparate systems, Seebeyond should be used. The benefits of EAI are only realized when the number and complexity of the interfaces is relatively high. Therefore, not all interfaces should be built using Seebeyond. Contact OCTO for assistance in designing the optimal solution for a particular interface need.  <a href="http://www.seebeyond.com">www.seebeyond.com</a>
Directory Services	Microsoft	Windows 2003 Active Directory	Microsoft Active Directory (AD) is the standard for directory services. Initially OCTO has deployed AD for email authentication and as a white pages directory (to include user name, email address, and phone number). In the future, the directory will be enhanced with additional attributes and will become the central authentication engine for applications and network services.  More Info <a href="http://www.microsoft.com">www.microsoft.com</a>
Web Server	Microsoft	IIS 6.0	Microsoft IIS 6.0 is the sanctioned standard for all web server requirements including Internet, intranet, and extranet applications. The product provides: <ul style="list-style-type: none"> <li>• Infrastructure to store and deliver HTML pages;</li> <li>• Scripting services for dynamic content and simple business logic;</li> <li>• Application platform for robust application logic.</li> </ul> <p>The sanctioned application development platform for web applications is COM+ (either with or without MTS services) and .NET on an IIS server. A complete description of the web infrastructure used in the District of Columbia is included elsewhere in this document.</p>

OCTO does not sanction the user of Apache nor personal web servers even for development purposes. The OCTO web configuration includes development, quality control, and production servers. These servers should be used for all web requirements.

More Info: [www.microsoft.com](http://www.microsoft.com)

Internet Content Filtering – Server

Websense

Websense Enterprise

Content filter prevents access to web sites that are deemed “inappropriate” in a business environment, such as pornography and racial sites. Websense is the standard product to provide Internet access restrictions. The product will be deployed at the central OCTO entry points to the ISP’s.

Relational Database Management

IBM  
Microsoft  
Oracle

DB2/MVS  
V8  
SQL Server 2005  
Oracle 9x

OCTO supports three separate relation database management products based upon the platform and functionality required by the user.

More Info: [http:// www.microsoft.com](http://www.microsoft.com)  
<http://www.oracle.com> <http://www.ibm.com>

Database Modeling

Computer Associates  
Microsoft  
Sybase

Erwin  
Visio  
PowerDesigner

Database modeling tools are used by systems analysts and developers to visually view data, data attributes, and their relationships. Erwin Modeler is the standard database modeling tool for the District of Columbia and has been for the past three years. Besides developing the visuals of the data, Erwin can also be used to generate the physical database, stored procedures, and triggers for SQL Server, DB2, and Oracle. Erwin is an excellent “middle of the road” product for modeling databases and systems.

Database Dictionary

Microsoft  
Oracle

SQL Servers’ Dictionary  
Oracle Data Dictionary

Products serves a reference source for database support and development. More Info [www.oracle.com](http://www.oracle.com)  
[Http://www.microsoft.com](http://www.microsoft.com)

Asset Management

Magic Solutions  
BMC Software

Magic Service Desk  
Remedy Asset

Is a utility software tool that allows IT professionals to track and manage enterprise assets – and their changing relationships – throughout the entire asset lifecycle. These are both COTS products  
[www.magicolutions.com](http://www.magicolutions.com) [www.remcdy.com](http://www.remcdy.com)

Management			
Report/Query Tool	Crystal Business Objects	Crystal Reports 8.0 Business Objects	These products that have selected by OCTO as the Standard for the District of Columbia. These are both COTS products. They both offer the ability to perform report writing and queries.
Web and Web Management Applications			
Web Authoring	Macromedia Microsoft	Home Site FrontPage	For the creation of static web content, Microsoft FrontPage 2002 and Macromedia HomeSite 4.5 are the recommended products. These products provide WYSIWYG (what you see is what you get) HTML development capabilities. JavaScript and VBScript can also be incorporated into page development using these tools.  More Info: <a href="http://www.macromedia.com">http://www.macromedia.com</a> <a href="http://www.microsoft.com">http://www.microsoft.com</a>
Web Reporting	Webtrends	Analysis Suite	Webtrends is the standard tool to report on web site activity. The product provides information on many web site statistics including visitor activity, link analysis, and site errors. More Info: <a href="http://www.netig.com/products/was/default.asp">http://www.netig.com/products/was/default.asp</a>
PC Utilities	Symantec	Norton Utilities 2002	Norton Utilities provides a suite of utilities for the maintenance of a PC including: <ul style="list-style-type: none"> <li>• Registry check and problem correction</li> <li>• Hard drive performance optimization</li> <li>• Hard drive error detection and repair</li> <li>• Recovery of deleted files</li> <li>• Permanent and secure deletion of files</li> </ul> <p>The typical user will not require Norton Utilities. Norton Utilities will usually be used by PC technicians to diagnose and correct issues with the desktop. However, OCTO recommends Norton Utilities for users that must permanently and securely delete files.</p> <p>More Info: <a href="http://www.symantec.com">http://www.symantec.com</a></p>
Remote Host Application	LANDesk	N/A	This product is a COTS product. It designed for Remote Host control of remote systems. <u>More Info</u>

Appendix B

Compression Utility	WinZip	WinZip Version 8.0	<p>WinZip is the recommended product for compressing individual files either to reduce disk usage or to improve performance when sending the file as an email attachment. WinZip provides a much more robust set of compression utilities than other products.</p> <p>More Info: <a href="http://www.winzip.com">http://www.winzip.com</a></p>
WEB Application Development	Microsoft	Visual Studio Suite (InterDev, VB, C++)	<p>The District of Columbia's web environment is Microsoft centric, relying upon Microsoft's IIS, MTS, and SQL Server products. As such, the District of Columbia has sanctioned the Microsoft development framework for web application development. Specifically server applications will rely upon ASP and COM+.</p> <p><a href="http://www.microsoft.com/catalog/display.asp?site=737&amp;subid=22&amp;pg=1">www.microsoft.com/catalog/display.asp?site=737&amp;subid=22&amp;pg=1</a></p>

Appendix C

Help Desk	REMEDY	<p>Has been selected as the Standard for Helpdesk, problem management software. It is an Industry leader and COTS product.</p>
High end Statistical Analysis	SAS SPSS	<p>SAS and SPSS are supported on both the OS/390 and PC platforms. Even though not currently implemented, users who require a non-S/390 server based solution should utilize SAS.</p> <p>Excel is also supported for data analysis but the product does not provide the high-end analysis features in SAS. However, many users will find the capabilities of Excel sufficient for their needs.</p> <p>More Info: <a href="http://www.sas.com">http://www.sas.com</a> <a href="http://www.spss.com">http://www.spss.com</a></p>
Wireless Email Cingular Goodlink	Verizon Cingular Corporate Email Server Goodlink Corporate Messaging Software Treo 650 Treo 700M	<p>OCTO has approved Palm and Windows OS for the wireless email device for all users of the OCTO Exchange backbone. The OCTO provided service is Cingular Corporate Email Service. The Goodlink software is the standard wireless email application.</p>

**Table 1.2  
OCTO Hardware Standards**

<b>Computing - Desktop</b>			
Desktops I - Normal User	IBM compatible (Dell, IBM Compaq, Toshiba)	Internet Ready Touch Screen Kiosk's Intel® Core™ 2 Duo Processor E6750 (2.66GHz, 4M, VT, 1333MHz FSB) , 1GB Memory, 80 Gig HD, 100/1000 Network Card, 128 MB Video Card, 16 Bit Sound Card, 12x10x52 CDRW, 16X DVD Reader, 19" Flat Panel Monitor	This unit is for new purchases only. This unit has been adopted by the District of Columbia as a Standard for the next 12 months when it will be evaluated again. <u>More Info</u> <a href="http://www.dell.com">http://www.dell.com</a>
Server (Application)	IBM compatible (Dell, IBM Compaq, Toshiba)	Two-Quad Core Intel® Xeon® L5310, 2x4MB Cache, 2.0GHz, 1066MHz FSB Processors, 4-8GB Memory, 3-5 146GB 10,000 RPM Serial Attached SCSI 3GBps Hard Drive, 2.5-inch, Hot Plug, 16 MB Video, 101 Key Keyboard, 2 button Mouse, 16x DVD ROM, Integrated SAS/SATA RAID 10, PERC 5/i Integrated, Dual Power Supplies, 2 USB 2.0 Ports, 2 PS2 Ports, 1 Firewire port, 1 Parallel Port, Video Port, 100/1000 NIC, 17" Flat Panel Monitor, Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal	This unit is for new purchases only. This unit has been adopted by the District of Columbia as a Standard for the next 12 months when it will be evaluated again. <u>More Info</u> <a href="http://www.dell.com">Http://www.dell.com</a>

Item	Manufacturer	Description	Remarks
Server (Database)	IBM compatible (Dell, IBM Compaq, Toshiba)	Two - Quad Core Intel® Xeon® L5310, 2x4MB Cache, 2.0GHz, 1066MHz FSB Processors, 16GB Memory, 5 146GB 10,000 RPM Serial Attached SCSI 3GBps Hard Drive, 2.5-inch, Hot Plug, 16 MB Video, 101 Key Keyboard, 2 button Mouse, 16x DVD ROM, Integrated SAS/SATA RAID 10, PERC 5/i Integrated, Dual Power Supplies, 2 USB 2.0 Ports, 2 PS2 Ports, 1 Firewire port, 1 Parallel Port, Video Port, 100/1000 NIC, 17" Flat Panel Monitor, Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal	This unit is for new purchases only. This unit has been adopted by the District of Columbia as a Standard for the next 12 months when it will be evaluated again. <u>More Info</u> <a href="http://www.dell.com">http://www.dell.com</a>

### Service Level Agreement

The District of Columbia expects the service level agreement (SLA) proposed by the Contractor shall ensure optimum system availability and a reasonable service response. The Contractor shall provide not only system performance but also maintenance and replacement schedules and criteria proposed in the service level agreement. The maintenance agreement shall contain an option for new releases as well as information on the past software release schedules.

### Training

The Contractor shall provide the training program proposed not only for implementation but also for periodic review, especially for any enhancements or version releases. Training shall occur onsite and may be a combination of classroom and hands-on instruction.

### DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The offeror shall provide the Key Personnel that the offeror proposed to perform the work under the contract. The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

## **SECTION F – DELIVERABLES OR PERFORMANCE**

### **F.1 CONTRACT TYPE**

This is a fixed price contract.

### **F.2 TERM OF CONTRACT**

The term of the contract shall be from date of award through one year thereafter.

### **F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.3.1** The District may extend the term of this contract for a period of four (4) one-year option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.3.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.3.3** The price for the option period shall be as specified in the contract.

**F.3.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

### **F.4 DELIVERABLES**

The Contractor shall provide the following deliverables as specified in the contract:

1. **Project Plan:** In their proposal, the vendor shall include a comprehensive project plan addressing how they intend to meet the requirements in this SOW. The project plan shall include milestones, support required of the District of Columbia, training plan, and any other components that serve to demonstrate the vendor's familiarity and competence with system implementations.
2. **Service Level Agreement:** The vendor shall include a service level agreement and maintenance agreement as part of their bid. This information will not only serve as a basis for evaluating the vendor's experience with similar projects but will also be implemented if the bidder is successful.
3. **User and System Documentation:** As defined in the relevant section of this SOW.

4. Testing Plan: Required within the first 30 days of the implementation
5. Database Dictionary: Required within first 60 days of the project. Primary use is for developing ad hoc reports and for system troubleshooting.
6. Rollback and Contingency Plan: As defined in relevant section of this SOW.
7. Questions loaded in all languages must be available for testing. The District of Columbia will consider a pilot phase of the project depending upon the vendor's need, justification and plan for a proposed pilot.

**F.4.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.4.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G1 INVOICE PAYMENT**

**G1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G2 INVOICE SUBMITTAL**

**G2.1** The Contractor shall submit proper invoices on a monthly basis as specified in Section G2.2. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.8 below. The address of the CFO is:

**Name:** OCTO Agency CFO  
Accounts Payable Division  
**Address:** 441 4<sup>th</sup> Street, NW  
Suite 930S  
Washington, D.C. 20001  
**Telephone:** (202) 727-2277  
**Fax:** 202-727-1216  
**E-mail:** [octo.accountspayable@dc.gov](mailto:octo.accountspayable@dc.gov)

**G2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G2.2.2** Contract number and invoice number;

**G2.2.3** Description, price, quantity and the date(s) that the services were performed;

**G2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

### **G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G3 PAYMENT**

- G.3.1** The District will pay the amount due the Contractor under this contract upon the submission of proper invoices, at the prices stipulated in the contract, for services performed and accepted.

### **G4 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.4.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.4.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.5 THE QUICK PAYMENT CLAUSE**

### **G.5.1 Interest Penalties to Contractors**

**G.5.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.5.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.5.2 Payments to Subcontractors**

**G.5.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.5.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.5.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.5.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.6 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Annie R. Watkins  
Contracting Officer  
Information Technology Group  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 930 South  
Washington, D.C. 20001  
Telephone: (202) 727-5274

## **G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.8.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Libby Clapp  
Chief Information Officer  
Department of Motor Vehicles  
95 M Street, S.W.  
Suite 304-1  
Washington, D.C. 20024  
Office: (202) 729-7100  
[Libby.clapp@dc.gov](mailto:Libby.clapp@dc.gov)

- G.8.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.8.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.10 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### **H.3 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

### **H.4 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.  
See 42 U.S.C. 12101 *et seq.*

## **H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

## **H.6 ORGANIZATIONAL CONFLICT OF INTEREST**

**H.6.1** "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Individuals, Corporations, Partnerships, Joint Ventures, and other business enterprises.

**H.6.2** The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph H.6.1.

**H.6.3** The Contractor shall not provide and shall prohibit all subcontractors from providing any services to any defendants named in the District's eminent domain, tax foreclosure, or quiet title litigation where providing such services to such defendant would create a conflict of interest or the appearance of a conflict of interest. Without limiting the generality of the foregoing, the Contractor (and any subcontractor) shall at no time provide the same service to a named defendant that it has previously provided to the District if there is a possibility that the Contractor (or any subcontractor) will be asked to testify on behalf of the District with regard to that service (or services) or property in the course of litigation against such named defendant. The COTR shall notify the Contractor when the District commences litigation affecting any property for which the Contractor has performed services for the District.

**H.6.4** The Contractor shall ensure that all firms, employees, subcontractor employees and agents that perform services under this contract possess all applicable and requisite licenses and permits.

## **H.7 ADVISORY AND ASSISTANCE SERVICES**

The contract is a "nonpersonal services contract". It is therefore, understood and agreed that the Contractor and/or the Contractor's employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free

from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **SECTION I - CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

#### **RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor,

either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All

insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Errors and Omissions Liability Insurance, \$1,000,000 limits per claim.

#### **I.9 INCORPORATED DOCUMENTS**

- A. Contractor's BAFO, dated September 12, 2008.
- B. Contractor's Quotation, dated June 27, 2008.
- C. Request for Quotation, dated May 30, 2008.

#### **I.10 ORDER OF PRECEDENCE**

Any inconsistency in this contract shall be resolved by giving precedence in the following order:

- A. This contract Sections A through I.
- B. Contractor's BAFO, dated September 12, 2008.
- C. Contractor's Quotation, dated June 27, 2008; and
- D. Request for Quotation, dated May 30, 2008.

**I.11 TOTAL AGREEMENT**

This contract, including any specifically incorporated documents, constitutes the total and entire agreement between the parties. All previous discussions, writings and agreements are merged herein.