

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption			Page of Pages	
		New Hire Reporting Program Services			1	57
2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market		
	DCCB-2010-R-9656	<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source	3/9/2010	<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside - See Section B.3 <input type="checkbox"/> Open with Subcontracting Set Aside		
7. Issued by: Office of Contracting and Procurement Financial Legal and Consulting Commodity Group 441 4th Street, NW., Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Financial Legal and Consulting Commodity Group 441 4th Street, NW., Suite 700 South Washington, DC 20001			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street NW., Suite 703 South until 2:00 PM local time March 22, 2010  
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone		C. E-mail Address	
	Shafiq Choudhary	(Area Code) 202	(Number) 724-5248	(Ext)	<a href="mailto:shafiq.choudhary@dc.gov">shafiq.choudhary@dc.gov</a>

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### OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		

15B. Telephone	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code) (Number) (Ext)			

### AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The District of Columbia Government (District), Office of Contracting and Procurement (OCP), on behalf of the Office of the Attorney General (OAG), Child Support Services Division (CSSD) is seeking a Contractor to operate and manage the District’s New Hire Reporting Program (the Program).

**B.2** The District anticipates the award of a firm-fixed price contract.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR**

<b>Contract Line Item Number (CLIN)</b>	<b>Description of Services</b>	<b>Total Price</b>
0001	District’s New Hire Reporting Program Services as described in Section C.3	\$ _____

**B.3.2 OPTION YEAR ONE (1)**

<b>Contract Line Item Number (CLIN)</b>	<b>Description of Services</b>	<b>Total Price</b>
1001	District’s New Hire Reporting Program Services as described in Section C.3	\$ _____

**B.3.2 OPTION YEAR TWO (2)**

<b>Contract Line Item Number (CLIN)</b>	<b>Description of Services</b>	<b>Total Price</b>
2001	District’s New Hire Reporting Program Services as described in Section C.3	\$ _____

**B.3.3 OPTION YEAR THREE (3)**

<b>Contract Line Item Number (CLIN)</b>	<b>Description of Services</b>	<b>Total Price</b>
3001	District's New Hire Reporting Program Services as described in Section C.3	\$ _____

**B.3.4 OPTION YEAR FOUR (4)**

<b>Contract Line Item Number (CLIN)</b>	<b>Description of Services</b>	<b>Total Price</b>
4001	District's New Hire Reporting Program Services as described in Section C.3	\$ _____

**SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE:**

The District of Columbia Government, Office of Contracting and Procurement (OCP), on behalf of the Office of the Attorney General (OAG), Child Support Services Division (CSSD) is seeking a contractor to manage the District's New Hire Reporting Program (the Program). The Program is to implement the federal requirements pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PPRWORA), approved August 5, 1997 (Public Law 104-193; 110 Stat. 2105) § 453A, (Applicable Document # 4), which mandates each State to establish an automated directory which contains information supplied by employers on each newly hired employee.

The goals of the Program are to ensure the District's compliance with New Hire Reporting requirements described where and to locate an increased number of non-custodial parents (NCPs) through increased compliance of employers with District and federal New Hire Reporting requirements, accurate processing of New Hire Reports in accordance with mandated timeframes and matching of records in the National Directory of New Hires (NDNH) database with child support order information contained in the Federal Case Registry (FCR).

**C.1.1 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference. The Contractor shall provide services in accordance with the applicable laws and regulations listed below and any revisions or updates issued during the contract's period of performance.

<b>Document No.</b>	<b>Document Type</b>	<b>Section</b>	<b>Version</b>
1	Code of Federal Regulations	45 CFR § 303.108 - Public Welfare Subtitle B--Regulations Relating to Public Welfare Office of Child Support Enforcement (Child Support Enforcement Program), Administration for Children and Families, Department of Health and Human Services <a href="http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200945">http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200945</a>	Most Recent
2	United States Code	42 USC §653a - Public Health and Welfare Chapter 7--social security Subchapter iv--grants to states for aid and services to needy families With children and for child-welfare services Part D--Child Support and Establishment of Paternity Sec. 653a. State Directory of New Hires <a href="http://frwebgate.access.gpo.gov/cgi-bin/usc.cgi?ACTION=RETRIEVE&amp;FILE=\$\$xa\$\$busc42.pt1.wais&amp;start=11624130&amp;SIZE=11471&amp;TYPE=TEXT">http://frwebgate.access.gpo.gov/cgi-bin/usc.cgi?ACTION=RETRIEVE&amp;FILE=\$\$xa\$\$busc42.pt1.wais&amp;start=11624130&amp;SIZE=11471&amp;TYPE=TEXT</a>	Most Recent

Document No.	Document Type	Section	Version
3	D.C. Official Code	§ 46-226.06 Domestic Relations Subtitle I. General hyperlink; Chapter 2. Child Support and Medical Support Enforcement hyperlink; Subchapter I. Child Support Enforcement hyperlink; and finally follow § 46-226.06. Directory of New Hires hyperlink) <a href="http://government.westlaw.com/linkedslice/default.asp?SP=DCC-1000">http://government.westlaw.com/linkedslice/default.asp?SP=DCC-1000</a>	Most Recent
4	United States Code	Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), approved August 5, 1997 (Public Law 104-193; 110 Stat. 2105) § 453A,. <a href="http://www.fns.usda.gov/FSP/rules/Legislation/pdfs/PL_104-193.pdf">http://www.fns.usda.gov/FSP/rules/Legislation/pdfs/PL_104-193.pdf</a>	Most Recent
5	United States Code	chapter 24 of the Internal Revenue Code of 1986, approved August 16, 1954 (68A Stat. 455; 26 U.S.C. § 3401 et. seq), <a href="http://www.taxalmanac.org/index.php/Internal_Revenue_Code:Sec.3401.Definitions">http://www.taxalmanac.org/index.php/Internal_Revenue_Code:Sec.3401.Definitions</a>	Most Recent
6	United States Code	§ 2(5) of the National Labor Relations Act, approved July 5, 1935 (49 Stat. 450, 29 U.S.C. § 152(5)), <a href="http://www.nlr.gov/about_us/overview/national_labor_relations_act.aspx">http://www.nlr.gov/about_us/overview/national_labor_relations_act.aspx</a>	Most Recent
7	United States Code	Title IV-D of the Social Security Act, 42 U.S.C. § 651, et seq, <a href="http://www.ssa.gov/OP_Home/ssact/title04/0400.htm">http://www.ssa.gov/OP_Home/ssact/title04/0400.htm</a>	Most Recent

## C.1.2 DEFINITIONS

**C.1.2.1 Connect Direct:** Connect Direct is a trademark of Sterling Software, and is a family of data transfer software products that can be used to transfer information among multiple mainframes, minicomputers, workstations, and personal computers in diverse operating system environments. This is the District's transmission method to the Federal Office of Child Support Enforcement (OCSE).

**C.1.2.2 Custodial Parent (CP):** The natural or adoptive parent, legal guardian, grantee, caretaker, relative, or other person who has physical custody of a child.

**C.1.2.3 Double-entry Verification:** Verification to reduce redundancy and keystroke errors, i.e. if a social security number exists in the database, the employee name and address automatically populates the screen. If the

employee's name and address match with what is on the record, the operator does not need to data enter the employee's name and address.

- C.1.2.4 Duplicate Record:** Record containing the identical New Hire Data received.
- C.1.2.5 Employee:** Person who is an employee within the meaning of chapter 24 of the Internal Revenue Code of 1986, approved August 16, 1954 (68A Stat. 455; 26 U.S.C. § 3401 et. seq), (Applicable Document # 5) but does not include an employee of a federal or state agency performing intelligence or counterintelligence functions if the head of the agency has determined that reporting pursuant to this section could endanger the safety of the employee or compromise an ongoing investigation or intelligence mission.
- C.1.2.6 Employer:** The meaning given to the term in § 3401(d) of the Internal Revenue Code of 1986, approved August 16, 1954 (68A Stat. 457; 26 U.S.C. § 3401(d)), (Applicable Document # 5) and includes any governmental entity and any labor organization, as defined under § 2(5) of the National Labor Relations Act, approved July 5, 1935 (49 Stat. 450, 29 U.S.C. § 152(5)), (Applicable Document # 6) including a hiring hall.
- C.1.2.7 Expanded Federal Parent Locator Service (FPLS):** Computerized network of information established and operated by the federal government through which states may request information from federal and state agencies to find NCPs and/or their employers for purposes of establishing paternity and securing support.
- C.1.2.8 Federal Case Registry (FCR):** A national database of information on individuals in all IV-D cases, and all non IV-D orders entered or modified on or after October 1, 1998. The FCR receives case information on a daily basis from the State Case Registry (SCR) located in every state, and proactively matches it with previous submissions to the FCR and with employment information contained in the National Directory of New Hires (NDNH). Any successful matches are returned to the appropriate state(s) for processing. The FCR is part of the Expanded FPLS, which is maintained by OCSE.
- C.1.2.9 Federal Employer Identification Number (FEIN):** Unique nine-digit number assigned to all employers by the Internal Revenue Service (IRS), which shall be used in numerous transactions, including submitting data and responding to requests relevant to child support.
- C.1.2.10 File Transfer Protocol (FTP):** Client-server protocol, which allows a user on one computer to transfer files to and from another computer over a TCP/IP network.
- C.1.2.11 IV-D:** Title IV-D of the Social Security Act, 42 U.S.C. § 651, et seq, (Applicable Document # 7) which required each State to create a program

to locate non-custodial parents, establish paternity, establish and enforce child support obligations, and collect and distribute support payments.

- C.1.2.12 IV-D Agency:** The Government of the District of Columbia, Office of the Attorney General, Child Support Services Division (CSSD).
- C.1.2.13 Non-Custodial Parent (NCP):** The person who is obligated by a support order and does not have primary legal custody of a/the child (ren).
- C.1.2.14 National Directory of New Hires (NDNH):** A national database containing New Hire (NH) and Quarterly Wage (QW) Data from every state and federal agency and unemployment insurance data from state employment services agencies. Data contained is first reported to each state's State Directory of New Hires (SDNH) and then transmitted to the NDNH where the data supplied by diverse states is collated and matched.
- C.1.2.15 New Hire:** Employee for whom an employer is required to complete a new Internal Revenue Service Form W-4.
- C.1.2.16 New Hire Data:** Data on a new employee that employers shall submit within twenty (20) days of hire to the State Directory of New Hires (SDNH) in the state in which they conduct business. Minimum information shall include the employee's name, address, and Social Security Number (SSN), as well as the employer's name, address, and FEIN. Some states may require or request additional information. This data is then submitted to the NDNH where it is compared against child support order information contained in the FCR for possible enforcement of child support obligations by wage garnishment. New Hire Data may also be utilized at the state level to find New Hires that have been receiving unemployment or other public benefits for which they are no longer entitled.
- C.1.2.17 New Hire Record (Record):** New Hire information for a specific employee contained on a New Hire Report.
- C.1.2.18 New Hire Report (Report):** Listing of New Hire Records provided by an employer, which contains one (1) or more Records.
- C.1.2.19 New Hire Reporting:** Program requiring all employers to report newly hired and rehired employees to the SDNH in their state. This data is then submitted to the NDNH where it is compared against child support order information contained in the FCR for possible enforcement of child support obligations by wage garnishment.
- C.1.2.20 OCSE:** Federal Office of Child Support Enforcement.
- C.1.2.21 Order:** Command or direction of an administrative or judicial officer, which may include establishing paternity or obligation and debt for support.

- C.1.2.22 PRWORA:** The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 105-193.
- C.1.2.23 Quarterly Wage (QW) Data:** Data on all employees that shall be submitted by employers on a quarterly basis to the employment services agency in the state in which they operate. This data is then submitted to the NDNH. Minimum information shall include the employee's name, address, SSN, wage amount, and the reporting period, as well as the employer's name, address, and FEIN. The data is then compared against child support order information contained in the FCR for possible enforcement of child support obligations by wage garnishment.
- C.1.2.24 State Case Registry (SCR):** A database maintained by each State that contains information on individuals in all IV-D cases and non IV-D cases established or modified after October 1, 1998.
- C.1.2.25 State Directory of New Hires (SDNH):** A database maintained by each state, which contains information regarding newly hired and rehired employees for the respective state. This data is then transmitted to the NDNH, where it is compared to the employment data from other states, in addition to the child support data found in the FCR. Any matches found are returned to the appropriate state for processing. In the District of Columbia, the SDNH is referred to as the District of Columbia Directory of New Hires and CSSD is responsible for managing such directory and operating the District's New Hire Reporting Program.

## **C.2 BACKGROUND:**

### **C.2.1 OFFICE OF THE ATTORNEY GENERAL (OAG)**

The Office of the Attorney General operates under the direction of the Mayor and is charged with conducting all law business of the District including all suits instituted by and against the government. The Office of the Attorney General (OAG) is structured much like a private law firm, with sections devoted to specialties. Currently, the Office of the Attorney General consists of the following ten (10) major divisions with specialty sections:

- a. Child Support Services
- b. Civil Litigation
- c. Commercial
- d. Family Services
- e. Health and Human Services
- f. OAG Immediate Office
- g. Legal Counsel
- h. Personnel, Labor, and Employment
- i. Public Safety
- j. Support Services
- k. Office of the Solicitor General

**C.2.2 CHILD SUPPORT SERVICES DIVISION (CSSD)**

**C.2.2.1** The CSSD is the District agency that operates the District's federally-funded child support program. The Division assists families by locating non-custodial parents, establishing paternity, establishing child support and medical support orders in the Family Court, and enforcing these orders through a variety of judicial and administrative means. The Division handles local and interstate matters, and currently provides services to families in more than 60,000 cases. The Division works with all custodial parents who request services, helping families who receive public benefits to achieve self-sufficiency, and enhancing the economic well-being of District children.

**C.2.3 DISTRICT OF COLUMBIA CHILD SUPPORT SERVICES PROGRAM**

**C.2.3.1** The Child Support Services Program, established by Congress in 1975 as Title IV-D of the Social Security Act (IV-D) (Applicable Document #1), mandates that States enact laws and carry out required functions to ensure that legally responsible persons, to the best of their ability, contribute toward the support of their children. The program is committed to enforcement of support obligations both for children in families receiving welfare (Temporary Assistance to Needy Families (TANF), which provides relief to taxpayers by reducing welfare costs, and also to children in non-welfare families, regardless of family income level. Child support aids such families in avoiding future dependence on welfare. Child support collected on behalf of current TANF families is shared by the Federal and District governments to reimburse those governments for TANF public assistance payments previously made to the family. In certain circumstances this is also true of families receiving Medicaid. Child support collected for former- and never-TANF families is distributed directly to these families to help them remain self-sufficient.

**C.2.3.2** The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA") (Applicable Document #2), directed States to establish a centralized collections and disbursement unit (SDU) for the receipt and disbursement of child support related payments. It is required that the state's SDU be operated by the State or by a contractor responsible to the State, and shall be coordinated with the State's automated child support enforcement system.

**C.2.4** PRWORA established the NDNH and mandated each State to set up a SDNH. PRWORA also required employers to send New Hire Reports to their respective SDNH. In the District of Columbia, the SDNH is referred to as the District of Columbia Directory of New Hires and CSSD is responsible for maintaining this directory and executing responsibilities associated therewith, including performing employer outreach to increase employer compliance with New Hire Reporting requirements.

### **C.3 REQUIREMENTS**

#### **C.3.1 PROCESSING NEW HIRE RECORDS AND REPORTS**

The Contractor shall process New Hire Records and Reports in accordance with the following:

##### **C.3.1.1 Accept New Hire Records and New Hire Reports**

The Contractor shall accept New Hire Records and New Hire Reports transmitted by or provided by an employer in any of the following formats:

**C.3.1.1.1 Paper** – The Contractor shall accept W-4 forms or any written report that includes all required data elements, i.e. lists and reporting forms.

**C.3.1.1.2 Facsimile** – The Contractor shall provide a twenty-four (24) hour and seven (7) days a week toll free phone line that all employers may use to fax their Reports. The Contractor shall ensure that employers do not connect to a busy or no answer signal when attempting to send a facsimile. Facsimile stations shall be attached to plain paper printers or file servers/copy machines providing fax-back capability for returning incomplete reports and reporting instructions, report forms, transmittal notices, and other forms of data.

**C.3.1.1.3 Diskette** – The Contractor shall accept 5 ¼ and 3.5 diskettes with American Standard Code for Information Interchange (ASCII) delineated files.

**C.3.1.1.4 Tape** – The Contractor shall be able to accept IBM standard labeled tape cartridges (3480 18 track) and reels (9 track; 6250 bits per inch (BPI) density). Both Extended Binary-Coded Decimal Interchange Code (EBCDIC) and ASCII format character sets shall be accepted.

**C.3.1.1.5 Electronic File Transfer** – The Contractor shall provide the employers a phone number and procedures to transmit the Reports via modem and dial-up line. Reports transmitted via modem shall be written to files on a communications server and transferred to the District of Columbia Directory of New Hires database via a routine that reads and edits the data within five (5) business days of receipt; therefore, the Contractor shall reject electronically transferred files which require manual data entry and cannot be processed as described above.

**C.3.1.1.6 Internet Reporting** – The Contractor shall use the existing CSSD New Hire Reporting website for Internet reporting. Employers shall be able to establish a secure account and password

exclusively for their company, logon and input New Hire data for each employee, and finally print confirmation that the data entered has been accepted.

**C.3.1.1.7** File Transfer Protocol – The Contractor shall provide employers with the option to report via File Transfer Protocol (FTP).

**C.3.1.1.8** Interactive Voice Response (IVR) System Reporting – The Contractor shall provide employers with the option to report New Hire Data via phone using automated IVR technology, in which Contractor provides a toll-free number that is accessible twenty-four (24) hours a day, seven (7) days a week. The IVR system shall provide automated instructions on how to report New Hire Data via phone, disseminate information to callers regarding New Hire Reporting requirements, interface with facsimile technology to enable callers to request and receive reporting forms and instructions via fax, forward callers to a live data entry operator and customer service representative during normal business hours (Mondays through Fridays, 8:00AM -5:00PM, except District recognized holidays), and allow callers to leave a message on a voicemail system outside of normal business hours and on holidays to receive a return call the next business day. The script and menu levels are subject to the COTR's approval.

#### **C.3.1.2** Required Data

**C.3.1.2.1** The Contractor shall conformed that all of the following New Hire Data is contained for each Record:

**C.3.1.2.1.1** Name of the employee;

**C.3.1.2.1.2** Address of the employee;

**C.3.1.2.1.3** Social security number of the employee;

**C.3.1.2.1.4** Name of the employer;

**C.3.1.2.1.5** Address of the employer; and

**C.3.1.2.1.6** Employer identification number issued to the employer under § 6109 of the Internal Revenue Code of 1986, approved October 22, 1986 (75 Stat. 828; 26 U.S.C. § 6109), also known as the Federal Employer Identification Number (FEIN).

**C.3.1.2.2** The Contractor shall also accept Reports that contain the following information, although it is an employer's sole discretion as whether or not it elects to supply this information:

**C.3.1.2.2.1** Name of an employer contact person;

**C.3.1.2.2.2** Telephone number of an employer contact person;

**C.3.1.2.2.3** Availability of medical insurance coverage for the employee and the date on which the employee

became or shall become eligible for the coverage, if appropriate;

**C.3.1.2.2.4** Date of birth of the employee;

**C.3.1.2.2.5** Date of hire of the employee, defined as the first date that the employee performed services for compensation; and

**C.3.1.2.2.6** Employee's salary, wages, or other compensation.

### **C.3.1.3** New Hire Records and New Hire Reports – Record keeping

**C.3.1.3.1** The Contractor shall maintain a system log of all magnetic, electronic, internet, interactive voice and electronic transfer files received from employers. The log shall contain information regarding the receipt date, the batch number assigned, the submitter's name and FEIN, and the medium by which the information was received.

**C. 3.1.3.2** The Contractor shall maintain a Post Office Box (P.O. Box) for receipt of New Hire Reporting mail for the entire period of the contract, and shall pay all costs associated with retrieving the mail on a daily basis and maintaining the P.O. Box. The Contractor shall provide evidence of the existence of the P.O. Box.

**C.3.1.3.3** The Contractor shall develop and provide a Mail Processing and Sorting Plan to address in detail at a minimum the item in C.3.1.3.1.2 above to provide for the most expeditious and efficient processing of mail. The Contractor's Mail Processing and Sorting Plan shall include quality assurance components to ensure minimal errors by the Contractor in performing these functions.

### **C.3.1.4** Unacceptable New Record Reports and Records

**C.3.1.4.1** The Contractor shall reject New Hire Records or Reports which are not properly delivered or which fail to include all required New Hire Data as stipulated in Section C.3.1.2.1. The Contractor shall notify the employer in writing of the reason for the rejection within one (1) business day of receipt of the Record or Report.

**C.3.1.4.2** The Contractor shall contact the employer within one (1) business day of receipt of the Record or Report, if data received from the employer is illegible or incomplete, to complete, correct, or verify the data before transmitting the Record. It is the responsibility of the Contractor to ensure that only complete Records are transmitted to DHS. At a minimum, a "complete Record" shall include the items listed in Section C.3.1.2.1.

**C.3.1.4.3** The Contractor shall develop and implement an internal process that tracks and monitors incoming Records that are rejected due to incomplete and/or unreadable data.

### **C.3.2 DATA ENTRY**

The Contractor shall provide the following data integrity and quality control services, as a means of ensuring the accuracy of data submitted to the National Directory of New Hires:

**C.3.2.1** New Hire Records that are provided individually or by volume in Reports from employers shall be entered in the District of Columbia Directory of New Hires database. The Contractor shall data enter New Hire Data from Records and Reports manually submitted by employers into the database, thereby transitioning these manual Records into electronic Records.

**C.3.2.2** The Contractor shall data enter New Hire Data from paper Reports into the District of Columbia Directory of New Hires database, and all paper Reports shall be date stamped, batched, and contain a sequential batch number or alternative system that documents compliance to Federal and State regulations. All Reports shall be in compliance with § 313 of PRWORA.

**C.3.2.3** The Contractor shall take safeguards to ensure that the data is accurately entered, including utilizing a data entry system which allows for correction of errors, employs Double-entry Verification or some other comparable verification mechanism, and includes safeguards to prevent Duplicate Records.

**C.3.2.4** The Contractor shall develop and provide for data entry accuracy and quality control methodology plan to address in detail at a minimum the items in C.3.2.3 above and C.3.2.5 below, the Contractor shall provide a description of the accuracy and quality control methodology that it shall employ, which shall be subject to the approval of the COTR.

**C.3.2.5** The Contractor shall meet an accuracy rate of 99.8% or greater for data entry of manually submitted Records each month. The Contractor shall provide a detailed plan for meeting the monthly accuracy rate and a written summary describing its ability to maintain an error rate no greater than 0.2% each month. The Contractor shall be subject to the sum of \$1,000 as liquidated damages, at CSSD's discretion, for each month in which the accuracy rate is not attained.

**C.3.2.6** The Contractor shall ensure proper data entry and verification daily, whereby data entry is in a standardized batch format so that individual Record entries can be identified and audited by CSSD for timeliness, completeness, and accuracy.

### **C.3.3 Transmit Data**

**C.3.3.1** The Contractor shall transmit all New Hire Records in a format that is compatible with the District's Connect Direct format and transmit electronic Records to DHS pursuant to a schedule agreed upon by the Contracting Officer's Technical Representative (COTR) and the Contractor. If the Contractor is unable to deliver the file pursuant to the agreed upon schedule, the Contractor shall notify the COTR as early as possible and prior to CSSD's close of business (4:45 p.m. Eastern Standard Time (EST)) on the scheduled transmission day. If the transmission problem is not resolved and the file transferred by 9:00 a.m. EST on the following business day, the Contractor shall notify the COTR. The Contractor shall be subject to the sum of \$1,000 as liquidated damages for each incidence of failure to resolve a transmission problem within the stipulated timeframe, unless the transmission problem is outside of the control of the Contractor. CSSD retains the discretion to waive the liquidated damages dependent upon the nature and frequency of the transmission problem.

**C.3.3.2** If a transmission problem is not corrected within twenty-four (24) hours of the scheduled transmission, at the COTR's direction, the Contractor shall submit a corrective action plan. The plan shall be submitted within two (2) business days of the COTR's request and shall include a description of the problem, the steps proposed to correct the problem, and the actions that shall be taken to ensure that the transmission problem does not occur in the future.

### **C.3.4 NO RECORDS FOR TRANSMISSION**

The Contractor shall notify the COTR in writing, in the event that there are no Records for transmission on a scheduled transmission day, before the close of business that day.

### **C.3.5 VIRUS CHECK**

The Contractor shall ensure that all data transmitted to District's Department of Human Services (DHS) is free of computer viruses. The Contractor is liable for any and all costs incurred by the District in eliminating a virus from its system and or equipment when detected from the transmitted data file. Cost for virus removal and restoration of all damaged files and/or equipment, as well as labor costs, shall be withheld from future payments. If the costs for virus removal are greater than future payments owed to the Contractor, the Contractor shall reimburse the District within thirty (30) calendar days of the District providing the Contractor with an invoice of the itemized costs.

**C.3.6 DATA SECURITY AND ORIGINAL SOURCE DOCUMENTS**

- C.3.6.1** As the information stored in the District of Columbia Directory of New Hires database is private and confidential, the Contractor shall not use any such information for any purpose other than New Hire Reporting. The Contractor shall not make such data available to any other person(s) or company (ies) in its entirety or any part, for any purpose whatsoever.
- C.3.6.2** The Contractor shall maintain all media on which non-electronic New Hire Records and Reports are reported by employers in a secure environment, which is only accessible to authorized staff who needs access to such information for purposes of executing the Contractor's responsibilities set forth herein. Such media shall be retained for six (6) months after being received, and immediately thereafter, the Contractor shall dispose of them as follows:
- C.3.6.2.1** Destroy paper and facsimile copies in a manner that does not allow for re-assembly or reconstruction of the information, and provide written certification to the COTR that this has been done; and
- C.3.6.2.2** Erase all data from discs, cartridges, and magnetic tapes so that the data cannot be recovered, certify in writing to the COTR that the information has been permanently removed, and if an employer has provided proper postage or requested that computer discs, cartridges, or tapes be returned COD, return them to the employer.
- C.3.6.3** The Contractor shall receive and transmit electronic New Hire information only through a standard level of encryption and secure hardware and software communication linkages approved by the District. As with non-electronic New Hire information, the Contractor shall ensure that electronic New Hire information is only accessible to its staff working on this contract.
- C.3.6.4** The Contractor shall advise its personnel engaged in the performance of the contract about the confidentiality of the information and the prohibition against copying, transcribing, discussing, selling, or releasing data to any other individual in any manner for any reason, except in compliance with this contract. The Contractor shall also require such personnel to attend CSSD's security training and sign CSSD's security forms. Both CSSD and the Contractor shall maintain the signed forms and a current list of persons who have signed the forms in their personnel records.
- C.3.6.5** Security precautions shall be installed by the Contractor, and pre-approved by the District, to ensure that the District of Columbia Directory of New Hires database is not reachable by any external party other than CSSD.

- C.3.6.6** The Contractor shall indemnify and hold harmless the District against, and be solely liable for any damages resulting from, any claims or actions arising out of or related to the Contractor's failure to properly safeguard New Hire information, as described above, from theft, impermissible disclosure, or misuse.
- C.3.6.7** CSSD will maintain ownership of and rights to the District of Columbia Directory of New Hires database and all data stored therein; therefore, upon contract expiration, the Contractor shall turnover the database and all New Hire information in its possession at that time to CSSD.

### **C. 3.7 DISASTER RECOVERY PLAN**

- C.3.7.1** The Contractor shall create a disaster recovery plan (Disaster Recovery Plan) that ensures uninterrupted service and no loss of data throughout the duration of the contract, and which shall require the Contractor to, at a minimum, do the following:
  - C.3.7.1.1** create, maintain, and store off-site a backup database in the event of primary system failure or disaster, and, at a minimum, perform a full back up two (2) times a week and an incremental back up three (3) times a week;
  - C.3.7.1.2** maintain New Hire information at the backup site in accordance with the same security requirements to which the Contractor is obligated to adhere at the primary operating site, as described in Section C.11 above; and
  - C.3.7.1.3** have telephone, facsimile, and mailing services rerouted to a backup facility within twenty-four (24) hours of the occurrence of a disaster, and return to full operational capability within this timeframe.
- C.3.7.2** The Contractor shall resume operations at its primary operating facility within thirty (30) calendar days of the occurrence of a disaster, unless due to circumstances outside of its control, this is not possible. In such instances, the Contractor shall continue operations at its backup site until it is able to resume operations at its regular site, and shall timely notify the COTR and provide him/her with an expected return date.
- C.3.7.3** The Contractor shall test its Disaster Recovery Plan within the first ninety (90) calendar days of the contract term and no later than forty-five (45) days of each subsequent contract year for the length of the contract. Within thirty (30) calendar days of the Disaster Recovery Plan being tested, the Contractor shall send a "Disaster Recovery Plan Test Validation Report" to the COTR that documents and validates the completion of the test and reports the occurrence of any issues or problems. This report shall also contain proposed modifications to the Disaster Recovery Plan in the event that issues or problems are detected from the test.

**C.3.7.4** The Disaster Recovery Plan, or any proposed changes thereto, shall be subject to the approval of the COTR before being finalized.

### **C.3.8 TECHNICAL SUPPORT**

**C.3.8.1** The Contractor shall demonstrate the ability to support its systems in such a way as to ensure compliance with all specifications of the contract.

**C.3.8.2** The Contractor shall provide technical assistance to employers on the methodology and data elements for reporting and to improve the quality and accuracy of data submitted. The Contractor shall also provide assistance to the employers in instruction for magnetic media preparation and Internet transmission.

### **C.3.9 TOLL FREE TELEPHONE NUMBER**

The Contractor shall install toll free telephone lines for the purpose of responding to employer questions about New Hire Reporting and to allow employers to send New Hire Records and Reports via facsimile. The Contractor shall be responsible for the cost of maintaining these phone lines. The Contractor shall notify all employers of the toll free telephone number. The number of lines that the Contractor shall maintain shall be subject to the COTR's approval, and the Contractor shall increase the number of lines if necessary to accommodate the call volume.

### **C.3.10 IMPLEMENT AN EMPLOYER OUTREACH AND COMMUNICATION PROGRAM**

**C.3.10.1** The Contractor shall develop and implement an employer outreach and communication program to educate employers about New Hire Reporting requirements. At a minimum, the Contractor shall do the following as part of its outreach program:

**C.3.10.1.1** Create outreach materials, such as brochures, letters, advertisements, and presentation materials to increase employer awareness and compliance with New Hire Reporting requirements, and provide instructions on how to report, including multi-state reporting and acceptable means by which to report;

**C.3.10.1.2** At least once per quarter, disseminate New Hire Reporting literature to employers as part of mass mailings, reminding those who have previously reported of their reporting requirements and informing those who have never reported of their reporting obligations;

**C.3.10.1.3** Update materials as a result of changes in District and/or federal New Hire Reporting laws and/or regulations and inform employers of such changes within thirty (30) calendar days of the change taking effect;

**C.3.10.1.4** Aggressively and continually seek out employers who are not reporting as required by law, and contact them to encourage compliance;

**C.3.10.1.5** Inform employers of the penalties for failing to comply with New Hire Reporting requirements;

**C.3.10.1.6** Participate at conferences, seminars, and trainings given by CSSD, employers, and payroll groups and present information regarding New Hire Reporting at such events; and

**C.3.10.1.7** Perform other outreach functions at the COTR's request.

**C.3.10.2** The Contractor shall get the COTR's final approval on all materials which it develops for distribution to the public before they are released.

### **C.3.11 MONITOR EMPLOYER COMPLIANCE**

The Contractor shall monitor employer compliance with the New Hire Reporting requirements, providing feedback to employers regarding the quality and completeness of the data submitted and furnishing pertinent information to employers to improve their accuracy and compliance. The Contractor shall perform no less than quarterly mailings which consist of outreach materials which remind employers of the New Hire Reporting requirements and to encourage their compliance, as further described in Section 24 below.

### **C.3.12 EVALUATE PROGRAM**

The Contractor shall participate in evaluating the efficiency and effectiveness of the Program at the request of and in conjunction with CSSD. The purpose of the evaluation shall be to assess compliance with the contract, to monitor compliance with District and federal procedures, and to determine the effectiveness of the Program.

### **C.3.13 CHANGE IN LEGISLATION**

The Contractor shall stay abreast of changes to New Hire Reporting laws and regulations and shall implement any necessary programmatic changes as a result of such changes at no cost to CSSD.

### **C.3.14 REPORTING REQUIREMENTS**

**C.3.14.1** On or before the close of business each Monday, or Tuesday if Monday is a District recognized holiday, the Contractor shall submit the following reports concerning the previous week's submissions:

- C.3.14.1.1** Number of New Hire Records submitted to the vendor broken down by date submitted by the employer and type (i.e. received via the website, mailed, faxed, received by IVR, etc.);
- C.3.14.1.2** Number of New Hire Records that the Contractor accepted and rejected, and if rejected, the reason the Record was rejected;
- C.3.14.1.3** Number of noncompliance notices sent to employers;
- C.3.14.1.4** Number of existing employers submitting Records (employers that have previously submitted New Hire Records and which therefore are in the District of Columbia Directory of New Hires database);
- C.3.14.1.5** Number and listing of new employers submitting Records (employers that have not previously submitted New Hire Records and which therefore are not in the Contractor's District of Columbia Directory of New Hires database); and
- C.3.14.1.6** A pie chart or graph identifying the types of media used to submit data by the employers submitting Records.

**C.3.14.2** Within fifteen (15) calendar days of the end of each quarter, the Contractor shall submit an outreach report to the COTR describing all outreach activities that the Contractor performed during the quarter.

### **C.3.15 TRANSITION PLAN**

The Contractor shall have its Project Manager to contact the COTR, within three (3) business days of the contract effective date, to discuss and develop a transition plan, which is acceptable to the COTR, for transfer of responsibilities associated with the Program to the Contractor. The Contractor shall complete the transition and begin providing the services described in the contract within thirty (30) calendar days of the contract effective date.

### **C.3.16 TURNOVER PLAN**

The Contractor shall develop and provide a turnover plan to the COTR, within thirty (30) calendar days of the contract taking effect, describing its plans for transitioning the Program back to CSSD or to a new contractor upon termination or expiration of the contract. This plan shall be subject to the COTR's approval before being finalized.

**SECTION D**  
**PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 (Attachment J.1).

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**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the Contract shall be governed by Clause Number Six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007(Attachment J.1) .
- E.2** CSSD will determine a statistically valid sample of all non-electronic New Hire Records that Contractor transitioned into electronic Records and submitted to DHS. CSSD will determine the accuracy of the Records in the sample by reviewing each Record in the sample. If any of the characters keyed into the data fields are incorrectly entered, the Record will be determined to be an error Record, and each error Record shall be counted against the Contractor's accuracy rate.
- E.3 ON-SITE INSPECTIONS**

The Contractor shall allow CSSD and its auditors to conduct on-site inspections and audits of work in progress at the Contractor's site where it is performing New Hire Reporting services for CSSD.

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**SECTION F  
PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF THE CONTRACT**

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four, one-year option periods, 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.2.2** If the District exercises the option described in F.2.1, the extended Contract shall be considered to include this option provision.

**F.2.3** The price for the Option Period shall be specified in the Contract. The total duration of this Contract, including the exercise of any options under this Section F.2, shall not exceed two (2) years.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the COTR identified in G.9 in accordance with the following due dates:

<b>Deliverable Number</b>	<b>Deliverable</b>	<b>Quantity/Format/ Method of Deliver</b>	<b>Due Date</b>
C.3.1.1.8 C.3.9	Toll-free Number	One Hard copy One Soft copy	Within one week from contract award
C.3.1.3.2	Post Office Box	One Hard copy One Soft copy	Within one week from contract award
C.3.1.2.3.3	Mail processing and sorting plan	One Hard copy One Soft copy	Within one week from contract award

<b>Deliverable Number</b>	<b>Deliverable</b>	<b>Quantity/Format/ Method of Deliver</b>	<b>Due Date</b>
C.3.2.4	Data entry accuracy and quality control methodology plan	One Hard copy One Soft copy	Within one week from contract award
C.3.2.5	Monthly accuracy rate plan	One Hard copy One Soft copy	Within one week from contract award
C.3.3.1	Unable to deliver the file	Soft copy	Prior to CSSD's close of business
C.3.3.1	If the transmission problem is nor resolved	Soft copy	Prior to CSSD's close of business
C.3.3.2	Corrective action plan	One Hard copy One Soft copy	Within two business days
C.3.4	No record for transmission	One Hard copy One Soft copy	Prior to CSSD's close of business
C.3.6.2.1	Destroy paper copies	Written certification	Within three days of completion
C.3.6.2.2.	Erase all data	Written certification	Within three days of completion
C.3.7	Disaster Recovery Plan	One Hard copy One Soft copy	Within one week from contract award
C.3.10	Outreach Plan	One Hard copy One Soft copy	Within one week from contract award

**F.3.1** Any reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the contractor shall not be paid.

**SECTION G  
CONTRACT ADMINISTRATION****G.1 INVOICE PAYMENT**

- G.1.1** 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.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. 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 G.7 below.  
The address of the CFO is:

Office of the Chief Financial Officer  
441 4th Street, NW Suite 890N  
Washington, DC 20001  
Attn: Accounts Payable  
202-727-0333

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- a. Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
  - b. Contract number and Invoice Number
  - c. Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
  - d. Other supporting documentation or information, as required by the Contracting Officer;
  - e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
  - f. Name, title, phone number of person preparing the invoice;
  - g. Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.f) above to be notified in the event of a defective invoice); and
  - h. Authorized signature

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment shall be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

**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 Requirement and First Source Employment Agreement.

**G.4 PAYMENT**

The District will pay the Contractor monthly, 1/12 the total amount provided in Section B.3 upon the receipt and acceptance of approved invoices.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, 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.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall 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.6 QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** 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 3rd day after the required payment date for meat or a meat product;

- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

**G.6.1.2** 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.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor shall 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.6.2.2** The Contractor shall 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 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

**G.6.2.3** 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.6.2.4** 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.7 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W.,  
Room No. 700 South  
Washington, DC 20001  
Telephone: (202) 724-4197  
Fax: (202) 727-0254  
E-mail: [Jim.Marshall@dc.gov](mailto:Jim.Marshall@dc.gov)

## **G.8 Authorized Changes by the Contracting Officer**

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.
- G.8.2** 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, or pursuant to specific authority otherwise included as part of this Contract.
- G.8.3** In the event the Contractor effects any change at the direction 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.9 Contracting Officer's Technical Representative (COTR)**

- G.9.1** The Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.9.1.1** Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices of deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.
- G.9.2** The address and telephone number of the Contracting Officer Technical Representative is:

Tiffany Cox  
Assistant Attorney General  
Office of the Attorney General  
441 4<sup>th</sup> Street, NW  
202-724-1472  
[Tiffany.Cox@dc.gov](mailto:Tiffany.Cox@dc.gov)

**G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make
- b. contractual agreements, commitments, or modifications;
- c. Grant deviations from or waive any of the terms and conditions of the contract;
- d. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- e. or authorize the expenditure of funds by the Contractor;
- f. Change the period of performance; or
- g. Authorize the furnishing of District property, except as specified under the contract.

**G.9.4** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any 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 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

#### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Revision No.: 8, Date of Revision: 05/26/2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.3 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.4 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.9 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 reliability 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.4) in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;
- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  1. Name;
  2. Social Security number;
  3. Job title;
  4. Hire date;
  5. Residence; and
  6. Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

- H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
  - b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
    1. Material supporting a good faith effort to comply;
    2. Referrals provided by DOES and other referral sources;
    3. Advertisement of job openings listed with DOES and other referral sources; and
    4. Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
- a. A good faith effort to comply is demonstrated by the Contractor;
  - b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  - c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
  - d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.
- H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to

the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6 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.7 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.8 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.9 WAY TO WORK AMENDMENT ACT OF 2006**

**H.9.1** Except as described in Section H.9.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

**H.9.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
  - H.9.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.9.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**SECTION I  
STANDARD 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 (Attachment J.1) are incorporated as part of the contract resulting from this solicitation.

**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 Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by 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. 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. 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. Contractor agrees not to assert any rights in common law or in equity in such data. 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 the data is marked by Contractor with the following legend:

**I.5.7.1 RESTRICTED RIGHTS LEGEND**

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

- I.5.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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 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, 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 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, 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 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, 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 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, 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 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** 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, for:

**I.5.11.1** 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,

**I.5.11.2** 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 Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

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**

Contractor hereunder shall not subcontract any of 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 Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

### **I.8.1 General Requirements**

The 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 coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the 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 policies (excluding Workers'

Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

#### **I.8.1.1 Certificate of Insurance Requirement**

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

#### **I.8.1.2 Commercial General Liability Insurance**

**I.8.1.2.1** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2 million in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

##### **I.8.1.2.2 Commercial General Liability Insurance**

If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2 million and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

#### **I.8.1.3 Automobile Liability Insurance**

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1 million. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

#### **I.8.1.4 Workers' Compensation Insurance**

##### **I.8.1.4.1 Workers' Compensation Insurance**

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

#### **I.8.1.4.2 Employer's Liability Insurance**

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

#### **I.8.1.5 Umbrella or Excess Liability Insurance**

The Contractor shall provide umbrella or excess liability insurance as follows \$2 million, with the District of Columbia as an additional insured.

#### **I.8.1.6 Professional Liability Insurance (Errors & Omissions)**

The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1 million per occurrence for each wrongful act and \$1 million per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

### **I.8.2 Duration**

Except as proved in I.8.1.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

### **I.8.3 Contractor's Property**

Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

### **I.8.4 Measure of Payment**

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Bidder who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

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

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Deliveries and Performance (Section F)
- e. Contract Clauses (Section I)
- f. Contract Administration Data (Section G)
- g. Inspection and Acceptance (Section E)
- h. Contract Attachments (Section J) in the order they appear

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**SECTION J**  
**LIST OF ATTACHMENTS**

The following list of attachments are incorporated into the solicitation by reference and made a part of the resulting contract in the order of priority described in I.10.

Attachment Number	Document
<b>J.1</b>	Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination -2103, Revision No.: 8, Date of Revision: 05/26/2009
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Past Performance Evaluation Form

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that

**K.2.1** It operates as:

A corporation incorporated under the laws of the State of:

- An individual,
- A partnership,
- A nonprofit organization, or
- A joint venture

**K.2.2** If the Offeror is a foreign entity, it operates as:

- An individual,
- A joint venture, or
- A corporation registered for business in (Country).

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

**K.3.1** Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order.

I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Date, Name, Title, Signature.

**K.3.2** Offeror  has  has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror  has  has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

#### **K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- No person listed in Clause 13 of the Standard Contract Provisions (Attachment J.1) "District Employees Not to Benefit" will benefit from this contract.
- The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the Standard Contract Provisions (Attachment J.1)
- 

#### **K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

**K.5.1** Each signature of the Offeror is considered to be a certification by the signatory that:

**K.5.1.1** The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- a. Those prices;
- b. The intention to submit a contract; or
- c. The methods or factors used to calculate the prices in the contract.

**K.5.1.2** The prices in this contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and

**K.5.1.3** No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

**K.5.2** Each signature on the offer is considered to be a certification by the signatory that the signatory:

**K.5.2.1** Is the person in the Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to Section K.5.1 above; or

**K.5.2.2** Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to Section K.5.1 above:

*(Insert full name of person(s) in the organization responsible for determining the prices offered in the Contract and the title of his or her position in the Offeror's organization);*

**K.5.2.3** As an authorized agent, does certify that the principals named in subdivision:

- a. Have not participated, and will not participate, in any action contrary to Section K.5.1 above; and
- b. As an agent, has not participated, and will not participate, in any action contrary to Section K.5.1 above.

**K.5.3** If the Offeror deletes or modifies Section K.5.1.2 above, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.6 TAX CERTIFICATION**

Each Offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District**

The District intends to award multiple contracts resulting from this solicitation to the responsible Offerors whose offers conform to the solicitation and will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

The Offeror shall submit **one** (1) original and **six** (6) copies of the written proposal. Proposal shall be submitted in two separate parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCCB-2010-R-9656 New Hire Reporting Program Services."

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal shall contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

**L.2.1 Technical Proposal**

**L.2.1.1 Technical Approach**

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach and Methodology to provide the required services. The Offeror shall provide at a minimum the following information:

- a. The Offeror shall provide a narrative to describe the Offeror's overall understanding of the District requirements (C.3) including a discussion of the Offeror's knowledge and application of the federal and District laws and regulations, guidelines, and related industry standards as described in C.1.1.

- b. The Offeror shall provide a discussion of the Offerors methodology to successfully accept new hire records and reports (C.3.1.1), new hire records keeping (C.3.1.3), data entry (C.3.2) and transmit data (C.3.3).
- c. Conceptual plans for following:
  - 1. Manual Processing Plan
  - 2. Data Entry Accuracy Plan
  - 3. Outreach Plan
- d. Conceptual Disaster Recovery Plan as described in Section C.3.7.
- e. Conceptual Data Security and original source document Procedures as described in Section C.3.6

### **L.2.1.3 Technical Expertise**

- a. An organizational chart illustrating the Offeror's staffing plan that clearly delineates at a minimum the following:
  - 1. Each staff member to perform services under this contract and the corresponding position/title
  - 2. Reporting Lines clearly showing the lines of accountability
- b. The Offeror shall provide the following information for EACH staff position/title appearing on the Offeror's Organizational Chart:
  - 1. Resumes, Certifications, and Licenses, as applicable
  - 2. Position Description
  - 3. Years of relevant work experience on similar projects
- c. The Offeror shall provide a discussion of the Offeror's IT Systems and capacity including technology to be used to enhance, expedite, and simplify process of new hire records and reports keeping and the overall efficiency of the District's new hire reporting program, including
  - 1. Accept New Hire Records and Reports (C.3.1)
  - 2. Data entry (C.3.2)
  - 3. Transmit data (C.3.3)
  - 4. Virus check (C.3.5)
  - 5. Data security and original source documents (C.3.6)
  - 6. Disaster recovery plan (C.3.7)
  - 7. Technical Support (C.3.8)

### **L.2.1.1 Past Performance**

The information contained in this section shall facilitate the evaluation of the Offeror's past performance and previous experience to perform the required services as described where. The Offeror shall provide the following information:

- a. A narrative that describes the Offeror's organizational history and past and current experience in performing services similar in size and scope as the required services described in Section C.3. The Offeror's narrative shall address lessons learned and barriers overcome in previous experiences and the application of this experience to perform the required services.

- b. A list of contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in Section C.3 within the past five (5) years. The Offeror's list shall include the following information for each contract or subcontract:
  1. Name of contracting activity;
  2. Contract number;
  3. Contract type;
  4. Contract duration (or Period);
  5. Total contract value;
  6. Description of work performed;
  7. Contact Person name, phone, and e-mail address
- c. The Offeror shall submit at a minimum three completed (3) Past Performance Evaluation Forms provided as Attachment J.8 from the list of contracts identified in L.3.1.3 b above.

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

Proposals shall be submitted no later than 2:00 pm on **Monday, March 22, 2010**.

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- c. The proposal is the only proposal received.

#### **L.3.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

#### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed

late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

#### **L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

#### **L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

### **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than March 15, 2010. The District will not consider any questions received after. The District will furnish responses promptly to all other prospective Offerors March 15, 2010. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

### **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office from the Office of Property Management, 441 4<sup>th</sup> Street, N.W., Suite 930 South, Washington, D.C. 20001, by e-mail, letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office from the Office of Property Management, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired the recipient's name may be removed from the applicable mailing list.

### **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

### **L.7 PROPOSALS WITH OPTION YEARS**

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing for four (4) one-year options after the initial period of performance.

### **L.8 PROPOSAL PROTESTS**

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with the solicitation or award of a contract, shall 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 at the time set for receipt of initial proposals shall be filed with the Board prior to 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 subsequently incorporated into the solicitation, shall 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, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

### **L.9 SIGNING OF OFFERS**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

### **L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

**L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the Offeror shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that shall be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit a certificate of insurance giving evidence of the required insurance coverage specified in Section I.8 prior to commencing work. to:

James H. Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW Suite 700 South  
Washington, D.C. 20001

and

Office of Risk Management  
441 4<sup>th</sup> Street, NW, Suite 800 South  
Washington, D.C. 20001

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by e-mail or letter. The District shall receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal shall provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 STANDARDS OF RESPONSIBILITY**

Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the Offeror shall submit the documentation listed below, within five (5) days of the request by the District. Any Offeror that fails to submit the documentation will be deemed non-responsible and ineligible to receive a contract under this RFP.

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them. The Offeror shall provide the criminal background checks for the Offeror's Key Staff.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity, and business ethics.
- L.19.6** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.7** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

## SECTION M EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 TECHNICAL RATING SCALE

**M.2.1** The Offeror's technical proposal response for each technical factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies
4	Good	Meets requirements and exceeds some requirements; no deficiencies
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of zero (0) to forty (40) points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 40 or 32.

### M.3 EVALUATION CRITERIA

Each of the following evaluation factors, listed below in descending order of importance, will be used by the District in evaluating the services proposed by the Offeror under this

solicitation. The Offeror should respond to each factor in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor.

### **M.3.1 TECHNICAL EVALUATION FACTORS (0-70 POINTS MAXIMUM)**

- a. Technical Approach (0-30 Points maximum)
- b. Technical Expertise (0-20 Points maximum)
- c. Past Performance (0-20 Points maximum)

### **M.3.2 PRICE FACTOR (30 POINTS MAXIMUM)**

**M.3.2.1** The Offeror's total price for the Base Period of Performance - Year One' Base Period of Performance - Year Two' Base Period of Performance - Year Three, Option Year One and Option Year Two will be converted to a price score as listed below. For purposes of evaluation of price, the District will use the proposed price for CLINs 0001, 0002, 0101, 0201, 1001 and 2001 to determine the total price. Price is less important than the combined weight of the technical factors listed above.

**M.3.2.2**  $\frac{\text{Lowest Price Proposal (Base Period + option years*)}}{\text{Total Price of Proposal Being Evaluated (Base Period + option years*)}} \times 30 = \text{Price Score}$

\* as described in M.3.2.1

### **M.3.3 PREFERENCE POINTS**

Preference points will be applied as described in Sections M.5.2 and M.5.3.

## **M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

## **M.5 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

### **M.5.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from

businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.5.1.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.5.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.1.1.2** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

#### **M.5.2 Application of Preferences**

The preferences shall be applicable to prime Contractors as follows:

- M.5.2.1** Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a one hundred (100) point scale

added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

**M.5.2.2** Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.5.2.3** Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.5.2.4** Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.5.2.5** Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.5.2.6** Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### **M.5.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

**M.5.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.5 Vendor Submission for Preferences**

**M.5.5.1** Any vendor seeking to receive preferences on this solicitation shall submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.5.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.5.5.1.2** Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.5.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.