SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Child Support Collection Services	1	50

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCCB-2009-R-8132	[ ] Sealed Bid (IFB) [x] Sealed Proposals (RFP) [ ] Sole Source [ ] Human Care Agreements [ ] Emergency	4/8/2009	[X] Open [ ] Set Aside [ ] Open with Sub-Contracting Set Aside

7. Issued By:
Office of Contracting and Procurement
Financial Legal Consulting Group
441-4th Street, NW, Suite 700 South
Washington, DC 20001

8. Address Offer to:
Office of Contracting and Procurement
441-4th Street, NW, Suite 703 South, Bid Room
Washington, DC 20001

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 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 703S, Bid Room, Washington, DC until 2:00 P.M. (Hour) local time 7-May-09 (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 (Area Code)	(Number)	(Ext)	C. E-mail Address
	Edwin Nwaefulu	202	724-3668		edwin.nwaefulu@dc.gov

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form		X	I	Contract Clauses	32 to 36
X	B	Supplies or Services and Price/Cost	2 to 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	4 to 16	X	J	List of Attachments	37
x	D	Packaging and Marking	17	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	18				
X	F	Deliveries or Performance	19 to 20	X	K	Representations, certifications and other statements of offerors	38 to 40
X	G	Contract Administration Data	21 to 26	X	L	Instructions, conditions & notices to offerors	41 to 47
X	H	Special Contract Requirements	27 to 31	X	M	Evaluation factors for award	48 to 50

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	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

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

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 INTRODUCTION

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Attorney General (OAG) (the District) is seeking a Contractor to provide debt collection services for child support payments in arrears.

B.2 CONTRACT TYPE

The District contemplates award of a fixed price contract based on a fixed percentage contingency basis.

B.3 PRICE SCHEDULE

B.3.1 Base Period of Performance

Contract Line Item Number (CLIN)	Item Description	Fixed Percentage
0001	Provide debt collection services to recover child support payments in arrears as described in C.3	

B.3.2 Option Year One Period of Performance

Contract Line Item Number (CLIN)	Item Description	Fixed Percentage
0101	Provide debt collection services to recover child support payments in arrears as described in C.3	

B.3.3 Option Year Two Period of Performance

Contract Line Item Number (CLIN)	Item Description	Fixed Percentage
0201	Provide debt collection services to recover child support payments in arrears as described in C.3	

B.3.4 Option Year Three Period of Performance

Contract Line Item Number (CLIN)	Item Description	Fixed Percentage
0301	Provide debt collection services to recover child support payments in arrears as described in C.3	

B.3.5 Option Year Four Period of Performance

Contract Line Item Number (CLIN)	Item Description	Fixed Percentage
0401	Provide debt collection services to recover child support payments in arrears as described in C.3	

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia Office of Contracting and Procurement (OCP) on the behalf of the Child Support Services Division (CSSD) of the Office of the Attorney General (OAG) is seeking a Contractor to provide debt collection services to recover child support payments in arrears. The debt collection services involve identifying the non-custodial parent (NCP's) who have defaulted in making child support payments in accordance with a court order or an order of an administrative process established under State law.

C.1.1 The purpose of this requirement is to increase collections of child support payments on IV-D cases, with a particular emphasis on increasing the number of cases on which arrears payments are made.

C.1.2 Applicable Documents

The Contractor shall, in performing these services under this contract, comply with the following applicable documents provided in the chart listed below.

Item No.	Document Type	Title	Edition
1	United States Code	Social Security Act, 42 U.S.C. §§ 651 et seq., available at http://www.gpoaccess.gov/uscode/browse.html	2000 Edition (including supplements)
2	Code of Federal Regulations	Office of Child Support Enforcement (Child Support Enforcement Program), Administration for Children and Families, Department of Health and Human Services, 45 CFR §§ 301 et seq., available at http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200442	2007 Edition
3	DC Official Code	Child Support Enforcement, 46-201 et seq., available at http://dccode.westgroup.com	2001 Edition (including supplements)
4	United States Code	Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., available at http://www.access.gpo.gov/uscode/title15/chapter41_subchapterv_.html	2000 Edition (including supplements)

C.1.3 DEFINITIONS

C.1.3.1 Confidential Information - Information of a non-public nature which is provided to the Contractor or its employees, agents, or representatives by the District, its employees, agents or representatives, for purposes of facilitating the Contractor to execute the collection services described in this contract.

C.1.3.2 COTR – The Contracting Officer's Technical Representative is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract.

C.1.3.3 CP – The custodial parent who has primary care, custody, and control of the child(ren) in question.

C.1.3.4 Current Assistance – Public assistance payments and/or benefits presently being received by the CP.

C.1.3.5 DC Child Support Payment Clearinghouse - The place where child support payments are received, recorded, and processed through the system.

C.1.3.6 Disaster Recovery Plan – The back-up plan to be implemented by the Contractor should an emergency occur, to ensure uninterrupted performance of the services set forth in the contract.

C.1.3.7 DCCSES – The District of Columbia Child Support Enforcement System is the statewide automated data processing system for the District's IV-D Program.

C.1.3.8 Former Assistance - Public assistance payments and/or benefits received in the past by the CP.

C.1.3.9 IV-D Case – A child support case where at least one of the parties, either the CP or the NCP has requested or received IV-D services from the State's IV-D agency.

C.1.3.10 IV-D Program – The program operated by each State, through its designated agency, which is responsible for locating non-custodial parents or putative fathers, establishing, enforcing and modifying child support orders, and collecting and distributing child support payments.

C.1.3.11 NCP - The non-custodial parent who does not have primary care, custody, or control of the child, and has an obligation to pay child support.

C.1.3.12 Never Assistance–Public assistance payments and/or benefits never received by the CP.

C.1.3.13 SDU – The State Disbursement Unit is the single site in each State which operates the Support Payment Clearinghouse.

C.1.3.14 TANF – Temporary Assistance to Needy Families is time-limited public assistance payments made to poor families, based on Title IV-A of the Social Security Act.

C.2 BACKGROUND

C.2.1 Congress established the Child Support Enforcement Program in 1975 as Title IV-D of the Social Security Act. This program, referred to as the IV-D Program, mandates that States enact laws and carry out required functions to ensure that legally responsible persons, to the best of their ability, contribute to the support of their children. Prior to April 1998, the District's Department of Human Services operated the District of Columbia's IV-D Program. In 1998, the District transferred responsibility for the administration of the District's IV-D Program to the Office of the Attorney General (OAG), formerly called the Office of the Corporation Counsel. As such, OAG is presently the authorized IV-D agency for the District and has delegated its child support administration responsibilities to its Child Support Services Division.

C.2.2 Title IV-D of the Social Security Act requires States to provide services relating to paternity establishment and the establishment, modification, or enforcement of child support obligations, as appropriate, for all IV-D Cases. While all individuals receiving public assistance are required, as a condition of eligibility, to assign their rights to child and medical support to the State, never assistance recipients, who desire to benefit from the services offered by the IV-D agency, are also entitled to take advantage of the IV-D Program's services. The, States must also accept applications for child support assistance from Never Assistance recipients and will offer their services for a nominal fee. Furthermore, Former Assistance recipients automatically have access to the IV-D Program's services free of charge.

C.2.3 During the fiscal year FY07, CSSD's arrears collections amounted to a total of $13,562,871, with $1,708,787.12 attributable to Current Assistance cases, $6,975,547.74 attributable to Former Assistance cases, and $4,878,535.72 attributable to Never Assistance cases. CSSD is committed to increasing the amount of arrears collections by at least 10% in FY08 and each succeeding fiscal year. As the number of cases on which arrears are collected is one of the performance measures on which the District evaluates its IV-D Program, and one of the performance measures that the Federal government uses to assess whether to award CSSD incentive payments, it is vital that CSSD increases the number of overdue child support payments owed by NCPs. Such goal can most successfully be accomplished if CSSD has the assistance of a committed vendor with expertise in collecting outstanding child support payments.

C.3 REQUIREMENTS

The Contractor shall provide the following collections services as specified in Section C.3.1 through C.3.11.

C.3.1 SELECTION OF CASES

C.3.1.1 The Contractor shall provide collection services for the following:

C.3.1.1.1 IV-D Cases referred by the COTR, which are either Former Assistance cases (with only active TANF arrears obligations)

or Current Assistance cases, and in which the following criteria is met:

C.3.1.1.1.1 an arrears balance of at least $2,500 (the only exception is interstate initiating cases, which are excluded);

C.3.1.1.1.2 no payment received directly from the NCP or through income withholding within the previous six months;

C.3.1.1.1.3 all administrative enforcement actions have been exhausted by CSSD;

C.3.1.1.1.4 no payment has been received through a Federal or State tax intercept over the past year;

C.3.1.1.1.5 there is a valid name, date of birth, and social security number for the NCP; and

C.3.1.1.1.6 with respect to Former Assistance cases, there is a valid address for the CP.

C.3.1.1.2 All other cases identified by the COTR from time to time, which fall outside the scope of Section 3.1.1.1 above.

C.3.1.2 The Contractor shall only work on cases which are assigned to it by the COTR.

C.3.2 COLLECTION ACTIVITIES

C.3.2.1 Within fifteen (15) days of receiving a referral from the COTR, the Contractor shall begin the process to recover the full arrears amount owed by the NCP.

C.3.2.2 At a minimum, the Contractor shall engage in the following collection activities:

C.3.2.2.1 Within fifteen (15) days of the referral, communicate to the NCP that his/her debt is in the Contractor's system.

C.3.2.2.2 Within five (5) days of the initial communication with the NCP, send to the NCP a validation of debt statement in accordance with the Fair Debt Collection Practices Act.

C.3.2.2.3 Follow up with the NCP following the initial communication by sending additional demand letters and contacting the NCP via phone, provided that the Contractor's actions do not amount to harassment or abuse as stipulated in the Fair Debt Collection Practices Act.

C.3.2.2.4 Use any legally acceptable means to attempt to locate NCPs whose cases are referred by the COTR but for whom CSSD has bad contact information or no known address or other contact information.

C.3.2.2.5 Within twenty-four 24 hours of locating an NCP, immediately communicate the information to the COTR in writing and communicate the payment obligation to the NCP; thereafter, comply with the requirements stipulated in Section 3.2.2.2 and 3.2.2.3 above.

C.3.2.2.6 Document all steps taken to contact and locate NCPs whose cases have been referred for collections, including methods used to contact or locate each NCP, dates and times that contact was made or attempted, persons with whom the Contractor spoke in attempting to contact or locate an NCP, and reasons why attempts to contact or locate an NCP were unsuccessful.

C.3.2.3 The Contractor shall issue letters and place telephone calls to the NCPs' principle residences and places of employment (unless otherwise prohibited by the Fair Debt Collection Practices Act) as a means of collecting arrears, but the Contractor shall refrain from visiting NCPs' homes or workplaces, attempting to seize property or assets or garnish wages, or engaging in any other means of getting collections which have not been pre-approved by the COTR.

C.3.2.4 The Contractor shall develop and provide a form letter which has been pre-approved order by the COTR to communicate to NCPs their outstanding child support debts. The Contractor shall specify both the current support (if applicable) and arrears amount owed on all such letters and shall explain that amounts paid by an NCP shall be attributed to any current support that the NCP owes before being applied to the NCP's arrears. The Contractor also shall state in such letters that collections received from an NCP with multiple cases shall be distributed amongst the NCP's cases in the of the NCP's case priorities.

C.3.2.5 The Contractor shall include postage prepaid envelopes bearing its mailing address with all letters it submits to NCPs in an effort to collect arrears, and shall request that NCPs return their payments in these envelopes.

C.3.2.6 The Contractor shall review an NCP's case(s) on DCCSES prior to attempting to communicate with the NCP to review the history of the case(s).

C.3.2.7 The Contractor shall immediately inform the COTR, in writing, of any new information regarding an NCP about which the Contractor becomes aware in working the case(s), including information regarding the NCP's employment, change in address or telephone number, and assets.

C.3.2.8 The Contractor shall notify the COTR immediately if it learns that an NCP is deceased or incarcerated or if the Contractor discovers information about a case which leads the Contractor to reasonably suspect fraudulent activity is associated with the case. The Contractor shall provide the COTR with documentation supporting the Contractor's finding that the NCP is deceased or incarcerated or that fraudulent activity is suspected.

C.3.2.9 The Contractor shall immediately suspend or cease its collection activities for a case at the direction of the COTR or if the NCP disputes the amount owed. The Contractor shall refrain from negotiating with NCPs regarding amounts owed. The Contractor shall immediately notify the COTR of any disputes or debt adjustment requests and shall only resume collection activity for that case upon the request of the COTR.

C.3.2.10 The Contractor shall refrain from accepting any cases in which there is a conflict of interest with the Contractor's staff, and shall communicate such conflict to the COTR.

C.3.2.11 The Contractor shall notify the COTR when an NCP has fully paid his arrears debt and shall discontinue performing any further collection activities against that NCP, unless otherwise directed by the COTR.

C.3.2.12 The Contractor shall accept cashier checks, money orders, and electronic payments, including electronic funds transfer payments, as acceptable means of payment from NCPs; however, the Contractor shall not accept cash, credit cards, or personal checks. The Contractor shall instruct NCPs to include their name and Social Security Number when submitting their payment and to mail paper payments directly to the Contractor. The Contractor shall direct NCPs to make checks and money orders payable to the Support Payment Clearinghouse.

C.3.2.13 The Contractor shall have a minimum of two (2) staff bonded to accept acceptable forms of payment at the Contractor's office.

C.3.2.14 Unless otherwise stipulated by the COTR, upon the earlier of the arrears balance being paid in full or 180 days lapsing from the date that a case was referred to the Contractor, the Contractor shall discontinue any further collection activity on the case and the case shall revert back to CSSD. CSSD shall not be responsible for paying the Contractor for any collections received, from the NCP directly or from an employer through a wage withholding, after the case has reverted back to CSSD.

C.3.3 PROCESSING OF COLLECTIONS

C.3.3.1 The Contractor shall handle all collections so as to adhere to all generally accepted accounting principles, District and Federal laws and regulations, and policies conveyed to the Contractor by the COTR.

C.3.3.2 The Contractor shall deliver all paper payments to the Post Office box maintained by CSSD's SDU vendor by 9AM of the next business day following receipt of the payment, unless the NCP fails to provide sufficient identifying information for the Contractor to ensure that the NCP receives credit for the payment.

C.3.3.3 The Contractor shall follow up on all payments in which the NCP has failed to provide sufficient information to receive credit for his/her payment, within 24 business hours of receipt of the collection. The Contractor shall use its best efforts to get this information as quickly as possible and shall adhere to the applicable terms sets forth in Section C.3.3.2 upon receiving such information.

C.3.3.4 The Contractor shall identify the NCP's name and Social Security Number when submitting payments to CSSD's SDU vendor for processing, to assist the SDU vendor to timely post payments to DCCSES and easily assign payments to the appropriate accounts.

C.3.3.5 The Contractor shall identify all paper collections received from payors that are either damaged in transit or unacceptable for deposit (i.e. undated checks, postdated checks, stale dated checks, checks with amounts differing between the written and numeric, checks lacking signatures, checks with no magnetic ink bank routing numbers, checks with no sequence number, or checks without standard identification information). The Contractor shall deliver damaged and unacceptable paper collections to the Post Office, accompanied by a written explanation for the returned collection, for first class mail delivery the same day they are received. The Contractor shall attempt to contact the payor via phone within 24 business hours of receiving the collection to apprise him/her that the collection is being returned and a new payment will need to be sent. The Contractor shall use its best efforts to get unacceptable paper collections reissued as quickly as possible and shall adhere to the terms sets forth in Section C.3.3.2 upon receiving such reissued checks.

C.3.3.6 The Contractor shall maintain an accurate and up-to-date record and audit trail of all payments collected and submitted to the SDU vendor. The Contractor shall maintain a secure, up-to-date database in which to house payment information and documentation pertaining to the Contractor's collection activities, and shall provide CSSD and the SDU vendor with read-only access to such database. The Contractor shall input payment information, identifying the payor and his/her Social Security Number, into the database prior to sending or transmitting payments to the SDU vendor. The Contractor shall include in the database a log summarizing all activities

performed in an effort to collect payments and get unacceptable or damaged payments reissued, and the dates such actions were taken. The Contractor also shall scan into the database copies of all letters issued in performing the collection activities described herein and shall scan images of all paper payments received.

C.3.3.7 The COTR will notify the Contractor of any payments inadvertently sent directly to CSSD or the SDU vendor for which the Contractor should receive credit as a result of its efforts to collect the payment. The COTR shall provide the Contractor with the name, applicable case number(s), and Social Security Number of the payor; date payment was received; means by which payment was made; and amount of the payment.

C.3.3.8 The Contractor shall provide to the COTR evidence (i.e. letters sent to NCPs and call logs) of its efforts to collect an amount owed by a NCP should a dispute arise regarding whether or not the Contractor should receive credit for a collection.

C.3.4 CUSTOMER SERVICE

C.3.4.1 The Contractor shall provide on-going support to CSSD's staff, to assist them with comprehending reports prepared by the Contractor and utilizing software and databases used by the Contractor to store data and information pertaining to the contract.

C.3.4.2 The Contractor shall provide a toll-free number with staff accessible from at least 8:15 A.M. to 4:45 P.M., Monday through Friday (except federally recognized holidays), to provide information to CSSD staff and NCPs whose cases have been assigned to the Contractor. The Contractor shall provide a voicemail message during all other hours stating the Contractor's normal hours of operation, and inviting callers to leave a message to be returned within 24 business hours.

C.3.4.3 The Contractor shall ensure that its employees, whether placing or answering calls, act in a professional, courteous, and non-confrontational manner at all times.

C.3.4.4 The Contractor shall make referrals to the COTR when it is unable to resolve an inquiry because the issue is beyond its scope of knowledge or responsibility. The Contractor shall specifically direct all inquiries regarding disbursement of collections to the SDU vendor.

C.3.5 TURNOVER PLAN

The Contractor shall develop and submit a turnover plan to the COTR within thirty (30) days after award of the contract. The Contractor shall assist CSSD with any turnover activities upon termination of the contract.

C.3.6 DISASTER RECOVERY PLAN

C.3.6.1 The Contractor shall develop and implement a disaster recovery and contingency plan that includes provisions for a back-up facility, supporting equipment and materials, operating guidelines, and reconstruction of records, should an occurrence causing widespread destruction or distress to the primary operating facility occur.

C.3.6.1.1 The Contractor shall use its best efforts to avoid any interruption of services or loss of data during the contract.

C.3.6.1.2 The Contractor shall have telephone services rerouted to another facility and restore data within twenty-four (24) hours of a disaster.

C.3.6.1.3 The Contractor shall return to full operational capability as soon as possible in the event of a disaster that prevents regular operations. At the latest, however, the primary operating facility shall resume operation within thirty (30) calendar days of the occurrence of a disaster, unless otherwise agreed to by the COTR.

C.3.6.1.4 The Contractor shall create, maintain, and store off-site a backup database, which includes information related to collection activities performed by the Contractor for CSSD, in the event of primary system failure or disaster. The Contractor shall, at a minimum, perform a full back up two (2) times a week and an incremental back up three (3) times a week.

C.3.6.1.5 The Contractor shall submit a finalized Disaster Recovery Plan for approval by the COTR within thirty (30) days after award of the contract.

C.3.6.1.6 The Contractor shall test its Disaster Recovery Plan within the first sixty (60) 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.

C.3.6.1.7 The Contractor shall send a "Disaster Recovery Plan Test Validation Report" to the COTR, after the Disaster Recover Plan is tested, that documents and validates the completion of the test, reports the occurrence of any issues or problems, and sets forth plans for modification to security in the event that issues or problems occur during the test.

C.3.7 PERSONNEL

C.3.7.1 The Contractor shall maintain a sufficient number of staff dedicated to providing the collection services described herein.

C.3.7.2 The Contractor shall identify all personnel, including a Project Manager, who will provide the collection services. The Contractor shall only replace key personnel if approved in advance by the COTR.

C.3.7.3 The Contractor shall conduct a background check on all personnel assigned to the contract prior to assigning them. The Contractor shall refrain from assigning any personnel to the contract who have been charged and convicted of a crime, given the sensitive nature of the information with which they will be entrusted.

C.3.7.4 The Contractor shall immediately remove any personnel from the contract at the request of the COTR and find a suitable replacement who is acceptable to the COTR.

C.3.7.5 The Contractor shall bond all of its employees who have access to collections.

C.3.7.6 The Contractor shall require that all of its staff assigned to the contract receive appropriate training, prior to commencing their assignments under the contract, to understand the uniqueness of child support collections and to learn how to use DCCSES to perform their tasks.

C.3.7.7 The Contractor shall require key personnel working on the contract to attend meetings and participate in conference calls as requested by the COTR.

C.3.8 SECURITY AND CONFIDENTIALITY

C.3.8.1 The Contractor shall maintain Confidential Information in secure facilities and storage areas.

C.3.8.2 The Contractor shall develop security procedures subject to review and approval by the COTR.

C.3.8.3 The Contractor shall ensure that only authorized personnel, who have a need to know such information to perform the contract, are permitted access to DCCSES and operations and file areas pertaining to the contract.

C.3.8.4 The Contractor shall convey to its personnel the confidential nature of Confidential Information and shall restrict its personnel from copying, transcribing, discussing, selling, or releasing any such information, except in compliance with this contract.

C.3.8.5 The Contractor shall require the personnel assigned to this contract to attend CSSD's security training and sign CSSD's security and confidentiality forms before gaining access to DCCSES or any Confidential Information pertaining to the contract. The Contractor shall maintain the signed forms and a current list of persons who have signed the forms for the COTR to review upon his/her request.

C.3.8.6 The Contractor shall receive and transmit Confidential Information electronically only through a standard level of encryption and secure hardware and software communication linkages approved by the District's Office of the Chief Technology Officer.

C.3.8.7 The Contractor shall either immediately return Confidential Information to the COTR or destroy it following the earlier of termination of the contract or the Contractor discontinuing its work on any account. The Contractor shall destroy such information in lieu of returning it, and provide a notarized statement of destruction, only if destruction is requested or pre-approved by the COTR.

C.3.8.8 The Contractor shall be solely liable for theft, misuse, or loss of Confidential Information by its employees, agents, and representatives, and shall indemnify and hold harmless the District and its employees, agents, and representatives against any and all claims arising from the unauthorized disclosure or misappropriation of such information, in accordance with Section 9 of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts (March 2007).

C.3.9 REPORTS

C.3.9.1 The Contractor shall provide the COTR and CSSD's SDU vendor with a status report by 5pm EST each Monday, or Tuesday if Monday is a federally recognized holiday, listing the collections received the prior week. The Contractor shall identify on the report the following information:

C.3.9.1.1 payor's name payor's case number(s) referred for collection, and payor's Social Security Number;

C.3.9.1.2 the date payment was received by each payor;

C.3.9.1.3 the means by which payment was made by each payor; and

C.3.9.1.4 the amount collected from each payor.

C.3.9.2 The Contractor shall provide the COTR with a report by 5pm EST each Monday, or Tuesday if Monday is a federally recognized holiday, detailing its collection efforts the prior week. The Contractor shall include the following information in the report:

C.3.9.2.1 cases on which the Contractor worked;

C.3.9.2.2 methods used to contact or locate NCPs;

C.3.9.2.3 dates and times that contact was made or attempted to be made with NCPs;

C.3.9.2.4 persons with whom the Contractor spoke in attempting to locate or contact an NCP;

C.3.9.2.5 reasons why attempts to locate or contact an NCPs were unsuccessful; and

C.3.9.2.6 any follow-up activity in which the Contractor engaged or anticipates engaging on a case.

C.3.9.3 The Contractor shall provide the COTR with a monthly report, by the 5th of each month, setting forth the following information:

C.3.9.3.1 the total number of cases referred to the Contractor by CSSD, since the inception of the contract, and the dates such referrals were made;

C.3.9.3.2 the date that the Contractor received the first acceptable collection payment from an NCP, the date that payments were received from the NCP during the previous month and the date such payments were submitted to the SDU, the total amount collected from that NCP as of the last day of the prior month, and the arrears balance still owed by the NCP as of the last day of the prior month (if applicable);

C.3.9.3.3 the total number of cases that the Contractor has been unsuccessful at collecting any money since said referrals were first made to the Contractor and the collection amount associated with each such case; and

C.3.9.3.4 the total dollar amount that the Contractor has collected both during the previous month and since the inception of the contract.

C.3.9. 4 The Contractor shall provide other reports as requested by the COTR.

C.3.10 GENERAL REQUIREMENTS

C.3.10.1 The Contractor shall provide access to their facility for on site inspection and audits by the COTR or his/her designee and those auditing CSSD. The Contractor shall maintain sufficient documentation in accordance with District and Federal auditing requirements.

C.3.10.2 The Contractor shall be knowledge and comply with all pertinent requirements of District and Federal laws, regulations and guidelines, including the Fair Debt Collection Practices Act and IRS regulations pertaining to the confidentiality of child support information. The Contractor also shall adhere to all applicable CSSD policies and procedures.

C.3.10.3 The Contractor shall maintain suitable space to house its assigned staff and office equipment. The Contractor shall permit access to these facilities and operations to individuals designated by the COTR, including District and Federal program officials, auditors, and CSSD employees.

C.3.10.4 The Contractor shall use "state of the art" equipment to allow for the most effective and efficient operations and shall be responsible for these related costs, as well as all costs pertaining to postage, office supplies, software, hardware, and telephone and computer lines, which the Contractor utilizes in executing its responsibilities hereunder.

C.3.10.5 The Contractor shall maintain the level of liaison and cooperation with CSSD and its SDU vendor necessary for the Contractor to perform of all of its contractual responsibilities.

C.3.10.6 The Contractor shall ensure that all data electronically transmitted to CSSD is free of computer viruses. The Contractor shall be liable for any and all costs incurred by CSSD in the process of eliminating virus infections from its system and equipment when detected from data files or reports transmitted by the Contractor. CSSD will withhold from future payments costs that it incurs for virus removal and restoration of all damaged files and/or equipment, as well as labor costs associated therewith. The Contractor shall reimburse CSSD within thirty (30) days of CSSD providing the Contractor with an invoice of the itemized costs, if the costs for virus removal and restoration are greater than future payments owed to the Contractor.

C.3.10.7 The Contractor shall give to CSSD ownership of any materials, software, databases, or work in progress that it develops under the contract, upon the earlier of termination of the contract or the request of the COTR.

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause 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.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF 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 this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

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

F.3 DELIVERABLES

The Contractor shall submit the following deliverables to the COTR, unless otherwise noted.

No	Deliverable	Quantity/Format/ Method of Delivery	Due Date

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G : CONTRACT ADMINISTRATION DATA

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 supplies delivered and accepted or 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 30th 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 Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Address: 441 4th Street, NW
Washington, DC 20001
Telephone: _____

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 The District will pay the Contractor for collections received from NCPs as a direct result of the Contractor's collection activities. The Contractor shall not receive payment unless the collection is submitted in one of the acceptable forms of disbursement set forth in Section C.3.2.12 above.

G.4.2 The District will pay the Contractor for collections resulting from wage Withholdings occurring as a direct result of the Contractor locating the employer of an NCP, and CSSD thereafter issuing a wage withholding order and collecting amounts owed.

G.4.3 The District will pay the Contractor as mutually agreed upon by CSSD and the Contractor in the Price Schedule set forth in Section B of the contract.

G.4.4 The District will not pay the Contractor for services rendered on cases where there was no payment made or the payment was unacceptable for deposit.

G.4.5 The District will not pay the Contractor for collections generated by means other than the Contractor's efforts, including CSSD's efforts to collect the amount paid through the implementation of any available enforcement techniques (i.e. tax intercepts, liens on real and personal property, bank account freezes, seizure and sale of property, etc.), or the issuance of a wage withholding order which results for reasons other than the Contractor locating an employer and furnishing this information to the COTR.

G**.4.6** The Contractor shall submit monthly invoices with supporting documentation to CSSD between the fifth and tenth of each month, reflecting the amount owed as a result of acceptable collections received the previous month.

G.5.1 PAYMENTS TO CONTRACTOR

G.4.1.1 The District will pay the Contractor for collections received from NCPs as a direct result of the Contractor's collection activities. The Contractor shall not receive

payment unless the collection is submitted in one of the acceptable forms of disbursement set forth in Section C.3.2.12 above.

G.5.1.2 The District will pay the Contractor for collections resulting from wage Withholdings occurring as a direct result of the Contractor locating the employer of an NCP, and CSSD thereafter issuing a wage withholding order and collecting amounts owed.

G.5.1.3 The District will pay the Contractor as mutually agreed upon by CSSD and the Contractor in the Price Schedule set forth in Section B of the contract.

G.5.1.4 The District will not pay the Contractor for services rendered on cases where there was no payment made or the payment was unacceptable for deposit.

G.5.1.5 The District will not pay the Contractor for collections generated by means other than the Contractor's efforts, including CSSD's efforts to collect the amount paid through the implementation of any available enforcement techniques (i.e. tax intercepts, liens on real and personal property, bank account freezes, seizure and sale of property, etc.), or the issuance of a wage withholding order which results for reasons other than the Contractor locating an employer and furnishing this information to the COTR.

G.**5.1.6** The Contractor shall submit monthly invoices with supporting documentation to CSSD between the fifth and tenth of each month, reflecting the amount owed as a result of acceptable collections received the previous month.

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

G.6.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.6.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy

of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.7 THE QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1 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.7.1.2 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.7.2 Payments to Subcontractors

G.7.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

G.7.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 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.7.2.3 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.7.2.4 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.8 CONTRACTING OFFICER (CO)

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

Jim Marshall
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202-724-4197

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.10.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name:	**Tiffany Cox**
Title:	**Assistant Attorney General**
Agency:	**Office of the Attorney General**
Address	**441 4th Street, NW**
Telephone:	**202-724-2131**

G.10.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.10.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 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 apprentices and trainees 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 2005-2103, Revision No.7 dated, March 16, 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 Section J.1.1 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 releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.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 §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, (Section J.2.4) in which the Contractor shall agree that:

(1) 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

(2) 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:

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

(1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
(2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  (a) Material supporting a good faith effort to comply;
  (b) Referrals provided by DOES and other referral sources;
  (c) Advertisement of job openings listed with DOES and other referral sources; and
  (d) 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:

(1) A good faith effort to comply is demonstrated by the Contractor;
(2) 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, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
(4) 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 l973, 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 H.9. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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 $100,000 or more in a 12-month period.

H.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.9.3 The Contractor shall include in any subcontract for $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. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $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 The 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 $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:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
(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;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(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;
(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;
(6) An employee under 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 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(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;
(8) Employees of nonprofit organizations that employ not more than 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);
(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence
Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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: 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).

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers,

compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

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

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or

disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

I.8.1 **Commercial General Liability Insurance**, $1,000,000 limits per occurrence, District added as an additional insured.

I.8.2 **Automobile Liability Insurance**, $1,000,000 per occurrence combined single limit.

I.8.3 **Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, $100,000 per accident for injury, $100,000 per employee for disease, $500,000 policy limit disease.

I.8.4 **Umbrella/ Excess Liability Insurance**, $5,000,000 limits per occurrence.

I.8.5 **Professional Liability Insurance**, $1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.8.6 If the contractor has custody of District funds, Crime Insurance with limits sufficient to cover the maximum amount at risk.

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 Section J.3. An award cannot be made to any offeror 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: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of $l,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.2	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 07 Dated March 16, 2009
J.3	Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
J.5	District of Columbia Living Wage Notice
J.6	District of Columbia Living Wage Fact Sheet
J.7	DCMR Title 11
J.8	DCMR Title 12
J.9	DCMR Title 14
J.10	ICC
J.11	DC Construction Codes
J.12	Tax Certification Affidavit
J.13	Cost/Price Certification

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).

_____
_____
_____

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

__ a corporation incorporated under the laws of the State of: _____
__ an individual,
__ a partnership,
__ a nonprofit organization, or
__ a joint venture.

(b) 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

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.

Offeror_____Date_____

Name_____Title_____

Signature_____

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 subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "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 Clause13 of the SCP.

_____

_____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

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:

   (i) those prices
   (ii) the intention to submit a contract, or
   (iii) the methods or factors used to calculate the prices in the contract.

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

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.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

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 subparagraphs (a)(1) through (a)(3) above; or

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 subparagraphs (a)(1) through (a)(3) above:

_____

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

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J..

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 a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation 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

One original and ***six*** copies of the written proposals shall be submitted in two 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-2008-R-0084 Child Support Debt Collection 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 must 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 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. 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. Offeror shall submit at a minimum three completed (3) Past Performance Evaluation Forms provided as Attachment J.17 from the list of contracts identified in L.3.1.3. b above.

L.2.1.2 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. A narrative to describe the Offeror's understanding of the required services;
b. A narrative to describe the Offeror's program design and overall technical approach and methodology to complete the required services;

C.3.2.4 The Contractor shall develop and provide a form letter which has been pre-approved order by the COTR to communicate to NCPs their outstanding child support debts.

Process-Flow Charts documenting the Offeror's collection and remittance processes

C.3.6.1 Conceptual Disaster Recovery Plan

Security Procedures

L.2.1.3 Technical Expertise

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 must be submitted no later than May 7, 2009. 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 15 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 15 days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. 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 an offer should not return this solicitation. Instead, they should advise the Contracting Officer by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer 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.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent 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, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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 must 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 must 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 certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Jim Marshall, Contracting Officer
441 4th Street, NW, Suite 700 South
Tele: 202-724-4197
E-mail Address: Jim Marshal@dc.gov

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 letter or telegram including mailgrams. The District must 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 must 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

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

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.

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 the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 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

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

The Technical Rating Scale is as 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.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance**.**

M.3.1 TECHNICAL CRITERIA (85 Points)

M.3.1.1 PAST PERFORMANCE: 0– 40 POINTS

a. Offeror has demonstrated its experience with the collection of child support payments, particularly the collection of arrears. **(0-20 points)**

b. The Offeror has an average turnaround time for collecting debts owed and rate of successful collections in comparison to total number of accounts referred for collection. **(0-20 points)**

M.3.1.2 TECHNICAL APPROACH: 0– 35 POINTS

a. The Offeror has demonstrated its understanding of child support functions and operations. **(0-20 points)**

b. The Offeror has demonstrated its understanding of and commitment to comply with the requirements defined in the Statement of Work. **(0-15 points)**

M.3.1.3 TECHNICAL EXPERTISE: 0– 10 POINTS

a. The Offeror has experience in performing child support collection activities in accordance with State and Federal laws and regulations as described in the Statement of Work.

M.3.2 PRICE CRITERIA (15 Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 15 = \text{Evaluated price score}$$

M.3.3 PREFERENCE (12 Points)

M.3.4 TOTAL (112 Points)

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 CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS OR OPEN MARKET WITH SET-ASIDE

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.