

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Professional Licensing Project</b>		Page of Pages 1 68	
2. Contract Number	3. Solicitation Number <b>DCCR-2010-R-5555</b>	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued <b>08/03/10</b>	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside <input type="checkbox"/> SBE Designated Category:	
7. Issued By: <b>Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, D.C. 20001</b>			8. Address Offer to: <b>Office of Contracting and Procurement - Bid Counter 441 4th Street, NW, Suite 703 South Washington, D.C. 20001</b>		

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

**SOLICITATION**

9. Sealed offers in original and 5 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, N.W., Suite 703 South** until **2:00pm** local time **August 25, 2010**  
(Hour) (Date)

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

10. For Information Contact	A. Name <b>T.S.Parker</b>	B. Telephone		C. E-mail Address <b>terique.parker@dc.gov</b>
	(Area Code) 202	(Number) 724-5116	(Ext)	

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 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 <input type="checkbox"/>	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) <b>James H. Marshall</b>	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Office of Contracting and Procurement, on behalf of the Department of Consumer and Regulatory Affairs (DCRA), Occupational and Professional Licensing Administration (OPLA), seeks a Contractor with a “turnkey” approach to provide technical, managerial and administrative services to facilitate licensing operation functions.

**B.2 REQUIREMENTS CONTRACT**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause in Section G.4. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the contract's period of performance.

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**B.3 PRICE SCHEDULE**

**B.3.1 Base Year**

Contract Line Item No. (CLIN)	Item Description	Price per Unit	Estimated Quantity	Total Estimated Price
0001	New and Renewal License issuance as described in Section C.5	_____ per license	45,000	\$ _____

**B.3.2 Option Year 1**

Contract Line Item No. (CLIN)	Item Description	Price per Unit	Estimated Quantity	Total Estimated Price
1001	New and Renewal License issuance as described in Section C.5	_____ per license	45,000	\$ _____

**B.3.3 Option Year 2**

Contract Line Item No. (CLIN)	Item Description	Price per Unit	Estimated Quantity	Total Estimated Price
2001	New and Renewal License issuance as described in Section C.5	_____ per license	45,000	\$ _____

**B.3.4 Option Year 3**

Contract Line Item No. (CLIN)	Item Description	Price per Unit	Estimated Quantity	Total Estimated Price
3001	New and Renewal License issuance as described in Section C.5	_____ per license	45,000	\$ _____

**B.3.5 Option Year 4**

Contract Line Item No. (CLIN)	Item Description	Price per Unit	Estimated Quantity	Total Estimated Price
4001	New and Renewal License issuance as described in Section C.5	_____ per license	45,000	\$ _____

- B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

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

The Office of Contracting and Procurement, on behalf of the Department of Consumer and Regulatory Affairs (DCRA), Occupational and Professional Licensing Administration (OPLA), seeks a Contractor with a “turnkey” approach to provide technical, managerial and administrative services to facilitate licensing operation functions.

The Contractor shall provide computer hardware, software, work plans, controls, personnel and facility to perform specified functions, and identify new technologies to carry out services including online application services, imaging for records archiving and application retrieval, test development and publishing, administering OPLA’s testing needs, on-line license renewals, on-line verification services, on-line registration services, online CE credit reporting and compliance calculations, customer service call center, batch processing, electronic finger-printing, electronic photographs, photo-licensing, other Internet functionality, website development and hosting, interface capabilities with Boards/Commissions/Associations and other databanks, client server, or relational database applications that are appropriate for OPLA service needs.

**C.2 APPLICABLE DOCUMENTS**

<b>Document No.</b>	<b>Document Type</b>	<b>Name</b>	<b>Version</b>
1	District of Columbia Official Code	District of Columbia Official Code Title 47 Subchapter I-B Non-Health Related Occupations and Professions Licensure <a href="http://www.dc.gov">www.dc.gov</a>	Most Recent
2	District of Columbia Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 17 <a href="http://www.dc.gov">www.dc.gov</a>	Most Recent
3	District of Columbia Municipal Regulations	DCMR Board of Accountancy <a href="http://www.dkra.dc.gov">www.dkra.dc.gov</a>	Most Recent
4	District of Columbia Municipal Regulations	DCMR Board of Appraisers <a href="http://www.dkra.dc.gov">www.dkra.dc.gov</a>	Most Recent
5	District of Columbia Municipal Regulations	DCMR Board of Architecture & Interior Designers <a href="http://www.dkra.dc.gov">www.dkra.dc.gov</a>	Most Recent
6	District of	DCMR	Most Recent

	Columbia Municipal Regulations	Boxing & Wrestling Commission <a href="http://www.dcra.dc.gov">www.dcra.dc.gov</a>	
7	District of Columbia Official Code	Boxing & Wrestling Commission District of Columbia Official Code Title 2 and 3, Chapter 6 <a href="http://www.dc.gov">www.dc.gov</a>	Most Recent
8	District of Columbia Municipal Regulations	DCMR Athlete Agent <a href="http://www.dcra.dc.gov">www.dcra.dc.gov</a>	Most Recent
9	District of Columbia Municipal Regulations	DCMR Board of Barber & Cosmetology <a href="http://www.dcra.dc.gov">www.dcra.dc.gov</a>	Most Recent
10	District of Columbia Municipal Regulations	DCMR Board of Funeral Directors <a href="http://www.dcra.dc.gov">www.dcra.dc.gov</a>	Most Recent
11	District of Columbia Official Code	Board of Funeral Directors District of Columbia Official Code Title 2 and 3, Chapter 4 <a href="http://www.dc.gov">www.dc.gov</a>	Most Recent
12	District of Columbia Municipal Regulations	DCMR Board of Industrial Trade <a href="http://www.dcra.dc.gov">www.dcra.dc.gov</a>	Most Recent
13	District of Columbia Municipal Regulations	DCMR Board of Professional Engineers <a href="http://www.dcra.dc.gov">www.dcra.dc.gov</a>	Most Recent
14	District of Columbia Municipal Regulations	DCMR Real Estate Commission <a href="http://www.dcra.dc.gov">www.dcra.dc.gov</a>	Most Recent
15	D.C. Code Enhanced Professional Security Amendment Act 2006	Metropolitan Police Department Security firms and Agents (MPD) <a href="http://www.mpdc.dc.gov">www.mpdc.dc.gov</a>	Most Recent
16	Contractors Act DC	Board of Contractors, Home Improvement and Home Inspectors	Most Recent

### **C.3 DEFINITIONS**

- C.3.1 Fee**- The term “Fee” means the per-transaction fee collected for a(n) initial, reinstated, or renewed license.
- C.3.2 Fly-through**- is an application that does not have any technical/administrative issues that must be reviewed by the Board/Commission. This type of application may be administratively approved by the contractor and processed through to licensure.
- C.3.3 Needs analysis**- The term “Needs Analysis” means the initial work effort conducted by the contractor to define in detail the scope of services to be delivered under this contract.
- C.3.4 Licensee**- The term “Licensee” means a person, corporation or partnership to be licensed, certified or registered in the District of Columbia.
- C.3.5 Workstation**- The term “Workstation” shall mean either a personal computer with printer or a laptop computer with an auxiliary, flat screen monitor and printer.

### **C.4 BACKGROUND**

#### **C.4.1 OPLA MISSION**

The mission of the OPLA is to protect the health, safety, economic interests, and quality of life of residents, businesses, and visitors in the District of Columbia by issuing licenses, enforcing regulatory codes, and providing licensee education.

The District of Columbia requires that people who work in certain professions obtain a license to practice to ensure that the public health, safety, and welfare will be reasonably well protected. This measure certifies that all licensees have acquired a certain level of knowledge in their chosen field.

#### **C.4.2 HISTORICAL INFORMATION**

The Occupational and Professional Licensing Administration (OPLA) is responsible for supporting eighteen (18) professional licensing Boards, Commissions and Programs representing 144 license categories and approximately 45,000 licensees. These Boards, Commissions and Programs govern the practice of occupations and professions of individuals, firms and Contractors in the District of Columbia as mandated by regulatory laws of the District of Columbia, and are comprised of practitioners and citizens who establish rules to implement legislation, establish criteria for credentials, examinations and professional practice, approve applications, and preside over disciplinary hearings.

OPLA staff supports the regulatory process by administering examinations, issuing new and renewal licenses, issuing registration certificates, supporting investigations and disciplinary proceedings, and providing all administrative support functions. The functions of processing applications, collecting fees, responding to all inquiries about the licensing process, and maintaining the official licensure records have been outsourced for the last 20 years. Due to the continued trend towards downsizing of the District government, it is not likely that

OPLA would receive the additional funding to purchase computer hardware and software systems capable of the efficient and effective processing of these licenses. The staff has also dropped to a level where efforts must be placed on regulatory control and not data entry. In the interest of continuing to improve services, OPLA will continue to outsource certain licensing functions as programs expand.

**C.4.3 CURRENT OPERATING ENVIRONMENT**

OPLA continues to utilize the ARMS/BRTS and PULSE license management database systems and maintains operating systems, policies, and procedures to facilitate the effective licensing application process. If the potential Contractor uses a different system, they must be able to transition the data from this current system to their own.

**C.4.3.1** These services may require collaboration with the Office of the Chief Technology Officer (OCTO) and other DCRA and District departments and agencies, including, but not limited to, the Office of Facilities Management, in order to set-up, access through firewall, establishment of a VPN tunnel, and related information technology features. The Contractor shall support the COTR in managing these various interrelated activities

**C.4.4 TASK OBJECTIVE**

The services of a Contractor are needed to assist OPLA in actively and effectively improving the service level it provides to the District of Columbia through better operational efficiency, by outsourcing the licensing and records management functions for a minimum of 18 Professional Boards, Commissions, and Registration/Licensing Programs. This is demonstrated by numbers of licenses issued in person and online.

**C.4.5 OPLA PROGRAM AND PROCUREMENT GOALS**

It is anticipated that the services and support to be obtained as a result of this procurement shall provide DCRA/OPLA with a highly efficient client centered service organization, that gives consideration to task analysis and planning, procedural requirements and the deliberate completion of the work required to support the OPLA's licensing processes.

**C.5 REQUIREMENTS**

**C.5.1 STAFFING AND SUPERVISION**

The Contractor shall provide the following staff to successfully accomplish the solicitation requirements in C.5. The Contractor shall provide at a minimum:

**C.5.1.1 Key Staff**

**a) Program Director**

The Contractor shall provide a Program Director responsible for the Contractor's overall operations. The Program Director shall provide continuous monitoring, oversight,

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and supervision of the Contractor's fulfillment of the required services and the status of the Contractor's work.

**b) Program Manager**

The Contractor shall provide a senior manager to serve as the on-site Manager. The Project Manager shall serve as the Contractor's chief contact for the day-to-day operations and activities to be performed.

**c) Project Consultant**

The Contractor shall provide a Project Consultant to serve as the Contractor's chief contact for all special projects and activities to be performed.

**C.5.1.2 Supporting Staff**

The Contractor shall provide supporting staff as necessary to perform the required services as described in C.5.

**C.5.1.3 Staffing Plan**

The Contractor shall develop and provide a Staffing Plan for the review and approval of the COTR. The Contractor's Staffing Plan shall include, at a minimum:

- a. A Functional Organizational Chart, updated annually, of Contractor's organization to illustrate the Contractor's organization and the lines of accountability for staff to be working on the required services.
- b. Identification of the optimal staffing schedules required to successfully perform the required services as described in C.5.
- c. Development and submission of Position Descriptions for each of the positions included in the Contractors' organizational chart and staff positions described above.

**C.5.1.4 Staffing Responsibilities**

The Contractor shall provide the staff needed to service each licensing Board, Commission or Program. All processing functions shall interface smoothly with OPLA staff requirements, supporting the latter by providing timely responses and information pertaining to any facet of the contract services. Service levels and performance shall support the Mayor's and OPLA's annual and standing goals and standards for service to the constituents of the District of Columbia:

- a. Telephone calls answered within three (3) minutes
- b. License renewal processed within three (3) business days
- c. Process new applications online
- d. Process renewal applications online.

**C.5.1.5 Staffing Terms and Conditions**

The Contractor shall assign a senior manager as the Contractor's chief representative for this contract. This representative shall have the authority to make binding decisions on behalf of the organization. This representative shall be in charge of all members of the Contractor team assigned to the project and shall be the main contact. All correspondence, conferences, meetings and questions concerning the project directed to the Contractor and its subcontractors shall be through this person. This representative shall be personally available at all times during working hours from the beginning of the work through its completion.

The District may direct the Contractor to remove any Contractor staff that the District finds unacceptable, and the Contractor shall immediately remove such personnel. The Contractor shall replace the removed staff position with new individual(s) satisfactory to the District, if requested.

**C.5.2 KEY FUNCTIONS**

The Contractor shall become familiar and remain abreast of current OPLA organizational and management structure and licensing processes.

**Policies and Procedures.** The Contractor shall develop and maintain for the review and approval of the COTR required policies, procedures and protocols which shall address the operational aspects of the required services.

The Contractor shall coordinate and monitor the OPLA licensing program, as specified below:

- a) Provide a walk-in Customer Service Center for accepting applications and resolving issues.
- b) Provide a Customer Service call center, with a toll-free number for each individual program, for responding to routine telephone requests for information on licensing and pending applications.
- c) Provide courier service between the OPLA offices and the Contractor's Customer Service Center.
- d) Process new applications and issue initial licenses.
- e) Process renewal applications and issue renewed licenses.
- f) Process reinstatements and issue reinstated licenses.
- g) Process suspended, revoked or terminated licenses.
- h) Identify and forward applications with exceptions to business rules to OPLA for board/staff review and resolution. This applies to applications that do not meet the

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requirements for “fly-through” licensure or otherwise require a technical review by the Board/Commission regulating that license.

- i) Provide a user-friendly continuing education (CE) system appropriate to for the applicable Boards.
- j) Bank and track continuing education credits and perform compliance evaluation. Provide the capability of real-time, on-line access to CE data to providers and licensees.
- k) Manage renewal cycle requirements, and prepare and mail renewal notifications/applications and instructions 90-days before expiration of each Board’s/Commission’s biennial cycle.
- l) Maintain a real-time secure web-based database library of licensee’s records.
- m) Maintain a current master database of licensee’s records.
- n) Provide imagery of all checks processed.
- o) Image and retain on file copies of all checks processed for deposit to an account used exclusively for the OPLA licensing fees.
- p) Process name, address, and sponsoring broker changes.
- q) Track and send expired bond notices, and report to OPLA.
- r) Process and account for all fees and monies deposited from license transactions, consistent with current OPLA practice.
- s) Track and mail 60-day and 90-day reminder notices to pending applicants with missing information for all licenses.
- t) Provide OPLA staff with full access and capability to update licensee records maintained in Contractor’s database.
- u) Provide OPLA staff with capability to generate data reports.
- v) Provide web pages for each individual Board/Commission/Program. This requires the DCRA webmaster to control the linkage by directing a link on the DCRA website to the URL provided by the contractor for specific Board websites.
- w) Produce the OPLA Newsletter(s), bi-annual report, and Professional Engineer’s roster for mail out to all licensees in the database at the time of request (usually by Board, not all 45,000 at once) bi-annually for each Board. Post the OPLA Newsletter(s), annual report, and any other requested documents on the website(s).
- x) Provide on-line public access to verify any active license.

- y) Provide photo-licenses when licensee or applicant submits photo utilizing one of the following means of transmission:
  - 1) Electronically on-line
  - 2) Hard copy via mail or personal delivery
  - 3) Photographs taken at contractor's test centers by appointment
- z) Provide applicants the ability to complete new license applications electronically from Board/Commission/Program websites with the ability to pre-fill forms, print and check status.
- aa) Publish occupational and professional examinations to an electronic data warehouse for web-based templates and electronic administration.
- bb) Administer occupational and professional examinations at Contractor's test centers nationwide by appointment, and forward examination results to OPLA via electronic means.
- cc) Publish specific occupational and professional license application instructions, and any other vital documents, into foreign languages as mandated by, and specified in, the DC Language Act of 2004.
- dd) Develop new test items and test instruments.
- ee) Provide electronic finger printing.
- ff) Provide access to pre- and post-examination data for testing candidates.
- gg) Provide an automated new license-processing program for each board as a security measure with restricted over-ride capability.
- hh) Provide an investigative tracking system of each license application processed. The investigative tracking system shall have the capability of monitoring the status of applications and complaints.
- ii) Scan completed license applications and all supporting documents into an electronic database for archiving.
- jj) Provide OPLA with secure real-time network access to Contractor's databases.
- kk) Capture e-mail addresses in a dynamic field to be able to send correspondence, e.g., deficiency letters, status updates, approvals, via email and e-mail blasts.
- ll) Provide an email survey tool link via email for each license application/certification request processed.

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- mm) Provide on-line certification with an option for on-line generation of “status letters” to other regulators.
- nn) Provide “url” links to Board/Commission/Program websites on all communication sent out (email, hard copy, etc.) regarding the respective board.
- oo) Provide on-line registration for OPLA board-sponsored course offerings with an option for on-line or email generation of registration confirmation to registrants.
- pp) Process and mail letters of verification/certification.
- qq) Mail new application packages upon request.
- rr) Mail labels, disks, or licensee lists upon request, in file type specified by requestor.
- ss) Develop, post and maintain application forms and supporting data on each Board/Commission/Program web page.
- tt) Develop and maintain an investigative tracking module for complaints and enforcement.
- uu) Maintain current lists of approved CE providers, instructors and courses with the ability to be accessed and/or generated by the public via the Board/Commission/Program web page or other web portal.
- vv) Maintain a database of licensees’ CE credits and have the ability to notify licensees of CE credits prior to renewal period.
- ww) Screen original applications and renewal applications for signatures, CE credits, supporting documentation as required by OPLA.
- xx) Print licenses, pocket cards and wall certificates using Contractor-purchased security paper from an OPLA-approved vendor.
- yy) Convert the existing licensing data from current Contractor’s electronic systems to the Contractor’s automated systems.

**C.5.3 PERFORMANCE MEASURES**

The Contractor shall develop performance measures for customer service guarantee/penalties (i.e., 90% of calls answered in 2 minutes, 5% or less abandoned calls, 95% of renewed licenses processed in 3 days, mail application packages within, two days, process “clean” renewals within three business days, etc.) The performance measures shall be mutually negotiated and agreed upon between OPLA and the Contractor upon Contract Award. Penalties will be in dollar value for non-compliance with established performance measures.

#### **C.5.4 SITE LOCATION**

The Contractor shall be required to process all documentation from a site located within the District of Columbia or a location within the Washington DC Metropolitan area. This site shall not be more than 15 miles outside of the District and it shall have subway access. The Contractor shall (a) provide the address of the District Office from which all license services shall be performed, or (b) describe where a DC area office will be established, if awarded the contract.

The Contractor shall also maintain at least 20 License Centers distributed evenly within four regions (Northeast, Northwest, Southeast, Southwest) of the continental United States. The License Centers shall provide Key Functions as described Section C.2.

Prior to awarding the contract, the potential Contractors determined to be responsive to the RFP shall undergo a preliminary site visit by OPLA at its District Site Location, whereby the Contractor shall demonstrate the company's ability to perform all processing and supportive functions. All associated costs for this site visit shall be incurred by the Contractor.

#### **C.5.5 SYSTEM REQUIREMENTS**

The Contractor shall comply with the following system requirements:

- a) The system allows the user to assign one or more roles to a user and applicable geographic area (eg, investigators/inspectors responsible for District X
- b) Software allows each program to configure which data elements display when a record is retrieved.
- c) Records can be retrieved into main screen by querying any of the available fields without exiting to a separate screen for queries.
- d) Address fields include a field for country, which can default to USA.
- e) Multiple addresses can be stored for a single licensee to track residence, mailing and work locations.
- f) Signature images (gif, tif, bitmaps, etc.) can be captured, stored and merged to print on wallet cards. Signature images (gif, tif, bitmaps, etc.) and the typed name under them can be changed by local administrators.
- g) Licensee records can be retrieved by previous last names, with alternative first names, through use of an alias index.
- h) Alias index can be updated manually by staff, based on prescribed security roles.

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- i) System will prevent duplicating identical aliases.
- j) Queries on text fields such as last name can be configured to allow wildcard searches if a user is unsure of spelling.
- k) System will accommodate multiple types of licenses, permits, certifications, etc., each with their own expiration dates, possible restrictions (like one license per name if specified), unique numbering systems, etc.
- l) All components of the database are linked for each individual's record. For example, the user can click directly to disciplinary or complaint information, CE record, fee history, etc. for a given licensee, without entering a new query.
- m) Scanned document images can be captured and stored as part of the licensee or disciplinary record.
- n) Records for pending applications for licensure can be purged after specified period of inactivity as scheduled.
- o) One stop shopping for constituents—should be able to view licensing information, education credits, pending applications, process renewals, etc. from a single click. Similar capability for companies and education providers.
- p) In effort to achieve paperless processing, communications shall aim to be electronic where possible.
- q) Provide an automated customer service management system that can be integrated into the database to assign, track and report on customer service requests.
- r) Provide an enterprise solution for licensing, certification, registration, permitting, case management, inspections and enforcement.
- s) System shall be web based solution proven and installed with customers.
- t) System shall provide multiple options for reporting including, but not limited to, simple and complex queries, exports to Excel, form letters and detailed reports.
- u) System shall allow for access within the system to external sites.
- v) Provide online resources for customers. This is a customer service and website requirement, the website must have “help” links that direct users to instructions and contact information for a live representative.
- w) System should have the flexibility for user configuration including adding new fields and searches as required, without custom development or added cost.

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- x) System shall have the ability to print licenses, permits and notices in different sizes and formats.
- y) Online applications with ability to upload supporting documents or web urls.
- z) Online renewals with ability to upload supporting documents or web urls.
- aa) Ability to upload supporting documents, additional pending information on web urls at any time.
- bb) Ability to import examination results, screening questions, photographs and survey questions, if applicable.
- cc) Export to national databases.
- dd) Export of eligibility files for examinations.
- ee) Tutorials with voice for new or complex processes.
- ff) Online User Guide. Whenever a new program or functionality is created, the contractor shall provide a user guide that can be accessed from the website.
- gg) Automatic generation of letters to constituents based on required items and screening questions.
- hh) Produce mailing labels or email lists by board and license type for mass communications. Allow requests for these lists to be made and paid for online, but free for any DC agencies.
- ii) The system shall allow the licensees to specify their preferred method of communication with the Agency (i.e. e-mail address, fax number, mailing address, etc.).
- jj) A unique identifier shall be assigned to each license and permit application for reference purposes (this identifier is carried throughout the license lifecycle, from application through close-out of the license).
- kk) Each license type shall have created its own unique workflow process for the review and approval. This workflow configuration can be leveraged for other processes.
- ll) Each program shall define the business rules to be followed for their license/permit workflows (time constraints, sign-offs, reviewers, required documentation, fees, forms, etc.). This is to be manager and management controlled.
- mm) Supporting documentation may be scanned in and attached to a submitted application.

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- nn) Supporting documents for an application can be attached to an online web-browser submitted application.
- oo) The System allows for applications for a license/permit to be entered and started by applicant via web-browser interface on a publicly available site.
- pp) The system allows each of the programs the ability to configure custom fields for each of the license and permit applications.
- qq) The system allows for online licensing capabilities, which could allow applicants to obtain certain types of licenses and permits entirely online.
- rr) The system allows for OPLA to view “delinquent” reviews to verify what might be delaying a specific license and permit application during the review process.
- ss) The system allows OPLA to view the current status on all issued licenses and permits throughout the enforcement process.
- tt) The system automatically notifies, via e-mail, each reviewer that an application is pending review once the application has been authorized by OPLA.
- uu) The system automatically routes the assigned application to all identified departments once the application has been authorized by OPLA.
- vv) The system can assess license and permit criteria for determining review requirements and flag the program of review recommendations (as pre-defined during license and permit application configuration).
- ww) The system can report on all communications and comments on a license application or licensee record.
- xx) The system can support real-time routing assignments at the time of entering a license application from a pre-determined routing list (i.e. during system configuration a routing list is assigned to each license and permit and during creation of that license and permit, a list is available to select which departments and divisions on the routing list is required to review and approve that particular application).
- yy) The system can support processes that are able to have future reminders to check on compliance.
- zz) The system has the ability to allow viewing of attached documents supporting the corresponding application (printing capabilities should also be available).
- aaa) The system has the ability to assign time constraints on licenses and permits and issues an automatic notice when the time constraint expires to the Agency and Division.

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- bbb) The system has the ability to manage all communications between the applicant, Agency and reviewers.
- ccc) The system will notify the user at time of application if an “open” violation exists or a hold on the license and permit applies.
- ddd) Relevant Statutes and Regulations provided by the District shall be available with hyperlinks internally to all references to different sections.
- eee) The Contractor shall address data conversion, data ownership, and data backup and recovery. The Contractor will be required to provide an initial electronic version of each applicant’s licensing data, and subsequent to the initial data, make any appropriate periodic (daily) changes to that data/record (e.g. new records, updates to existing records, etc.) electronically, in a format to be mutually agreed upon by OPLA and the Contractor, with a complete historical record maintained via a record transaction log.
- fff) The Contractor shall maintain a subscription to a commercial “hotsite” facility i.e., Backup server system that is off-site in order to provide the capability to continue timely processing of services in the event that a disaster or other unforeseen event should render the Contractor’s computer system(s) inoperable for a sustained period of time.
- ggg) The Contractor is responsible for providing all necessary hardware, software, personnel, and support functions to perform the required services The Contractor shall supply a written statement indicating the nature of hardware and software to be provided and a certification that the hardware and software and personnel are sufficient to perform the required services and allow for future expansion The Contractor shall certify that all necessary PC’s and printer connections between the Contractor’s computer and OPLA shall be provided by the Contractor.

**C.5.6 HARDWARE REQUIREMENTS**

- a) The Contractor shall provide forty (40) Dell PC’s with flat top monitors and fifteen (15) Dell laptops, interchangeable, installed with and capable of running Microsoft Windows operating systems and Microsoft Office Suite Professional (latest available version), and thirty-seven (37) printers.
- b) All PC’s shall be equipped with a minimum of OptiPlex Gx260T, 2.26GHz P4, 533FSB, 512K Cache, Gray Small MiniTower; 1.0GB, Non-ECC, 266MHz FFT, 2x512 GX260; 40GB EIDE, 7200 RPM, ATA/100 Hard Drive, GX 260; and Integrated Intel Gigabit NIC, 10/100/1000, with Alert Standards Format GX260.
- c) The hardware provided shall have a technology refresh after two years of use to assure that the customer service representative computer hardware does not become obsolete.
- d) The Contractor shall provide relocation of the hardware in the event of OPLA relocation during the term of the contract.

- e) The Contractor shall reinstall the hardware to assure continued successful access to the system without cost to the District.
- f) The Contractor shall provide website connection to the DC website.
- g) The Contractor shall provide a standard operation procedure manual which describes in detail the steps required to process all functions of the licensing operation, including walk-in services and customer services.
- h) The Contractor shall provide training sessions on an on-going basis or as needed for the staff in the use of the computer and software systems provided by the Contractor.
- i) The Contractor shall be responsible for the telecommunications access between its office and the District of Columbia offices to provide access to its system/network for all PC's /Laptops and printers.
- j) The Contractor shall be responsible for all activities and associated expenses for the operation and maintenance of the hardware, software, and connection from the local router at OPLA back to its system.
- k) The Contractor shall be responsible for any expenses associated with licenses and required upgrades to the provided software, installed on the PC's /laptops, and for equipment upgrades needed to access its systems and/or run software upgrades.

### **C.5.7 TRANSITIONAL REQUIREMENTS**

The Contractor shall provide a detailed description of how it intends to review the current license processing system and effect a transition to its system. The Contractor should describe its method for evaluating current procedures and controls in place. The Contractor should address its re-engineering approach and how workloads shall be shifted to the Contractor with minimal interruption of work. Transition shall take place within 6 months of being awarded the contract, as stipulated earlier.

### **C.5.8 REQUIREMENTS REVIEW AND STANDARDS**

The Contractor shall understand that all transfer of funds to OPLA are to be conducted by the 10<sup>th</sup> of each month and that, if funds are not transferred at the agreed upon time, interest shall be paid on all late transfer of funds to OPLA. If the 10<sup>th</sup> of the month falls on a weekend or a recognized holiday, funds transfers shall take place on the next business day.

Compliance to standards and processing functions will be evaluated by an outside audit team at least every two years, or as deemed necessary by OPLA. This audit team shall be selected by OPLA and all associated costs for said audits shall be incurred by the Contractor.

The Contractor shall recognize that the services provided under this contract are vital to the District of Columbia and shall continue without interruption. In the event that either (a) the Contract expires, or (b) the District terminates the Contract, and either of these events occur during the base period, Option Year one, or Option Year two or more than 180 days prior to

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the end of the Contract, the District can exercise the Option for Transition services for a period of up to 180 days. In the event that the District exercises this Option for Transition services, the Contractor shall agree to:

- (a) Furnish transition training; and
- (b) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**C.5.9 MEETINGS**

**C.5.9.1 Kick-off Meeting**

The Contractor shall attend a kick off meeting to discuss the contract and initiate commencement of the project.

**C.5.9.2 Weekly Meetings**

The Contractor's Program Manager shall be required to meet weekly with OPLA managers and other staff personnel to discuss immediate and long-term contract-related issues. The Program Manager or designated representative shall respond by telephone within three (3) work hours after notification of a problem or other circumstance identified by the staff of OPLA.

**C.5.10 REPORTS**

**C.5.10.1 Work Plan**

The Contractor shall develop and submit for the review of the COTR a comprehensive work plan that shall include the planning, organizing, and implementing of the required projects, tasks and activities necessary to successfully perform the required services. The work plan shall include deliverables and a timetable for execution.

**C.5.10.2 Revenue Report**

The Contractor is required to provide a "Monthly Revenue Report" to OPLA detailing revenue collections and other financial information for each Board. The reports must be completed and mailed or emailed to DCRA within ten (10) calendar days of the end of the month. The reports must also be transmitted to OPLA via e-mail (to an e-mail address that will be provided to the selected Contractor), in Microsoft Excel format, within ten (10) calendar days of the end of each month. The report shall be one page in length. Accurate monthly financial information for each board shall be presented in separate columns with a "Total" column appearing at the end of the columns. The reports shall accurately list the following items for each Board in successive rows: 1) Gross cash receipts; 2) Refunds; 3) Adjustments; 4) Waivers; 5) Contractor Commissions; and 6) other adjustments. A "Total" row shall be included at the bottom of the report to summarize the figures listed in the rows above.

The selected Contractor is required to provide a "Monthly Production Report" to OPLA detailing licenses issued and other production information for each Board/Commission/Program. The reports must be completed and mailed to OPLA within ten (10) calendar days of the end of the month. The reports must also be transmitted to OPLA via e-mail (to an e-mail address that will be provided to the selected Contractor), in Microsoft Excel format, within ten (10) calendar days of the end of each month. Accurate monthly production information for each Board, Commission and Program shall be presented in a format designated by OPLA.

### **C.5.10.3 Fee Report**

The Contractor shall maintain a record of all fees collected by profession and provide a monthly accounting of fees collected and deposits made to account(s) designated by the District of Columbia.

### **C.5.10.4 Status Report and Quality Assurances**

The Contractor shall provide a weekly Status Report summarizes the overall progress of the project including strengths, weaknesses, and recommendations for improvement.

The Contractors shall provide quality assurances that comply with the following:

- a) The Program Director shall continuously monitor the status of Contractor's work hereunder, provide quality control and update DCRA on project status. This senior management supervision shall also assure that the Contractor provides the District management timely information regarding possible problems with project progress and proposed action required to mitigate such problems. Senior management shall confer with the OCTO-DCRA agency liaison at least every two (2) weeks or as otherwise required.
- b) Complete tasks, milestones and/or deliverables identified in the statement of work and project plan and document progress in progress reports and DCRA Quality Assurance Plan documents.
- c) Schedule key project staff to attend weekly status meetings with OPLA's agency representatives.
- d) Prepare written weekly status reports for the COTR. The report shall include completed and work in progress and planned items for the next reporting period; identification of management issues requiring attention, including notification of any potential deliverable schedule slippage, as well as proposed corrective action.

### **C.5.11 PROJECT START UP**

Project startup activities include preparing for and participating in the kickoff meeting, working with the DC Contracting Officer and Occupational and Professional Licensing

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Administrator to address any procurement issues, overseeing the development of the project plan by the Contractor, interfacing with project stakeholders, and review procedures for status reporting, and submission of deliverables.

**C.5.12 IMPLEMENTATION METHODOLOGY**

The Contractor shall provide an implementation plan detailing a roadmap for automating the complete professional licensing registration and lookup. It will include plans for the following:

- Systems and procedure development
- Recommended hardware, software, and services
- Fiscal estimates and other resource requirements

The Implementation Plan shall include project milestones, change management, and required resources. It will also collect and document project constraints for cost, schedule, and quality. The Contractor will obtain approval from the District representative for the proposed scope changes. The Implementation Plan shall comply with the following:

- (a) Coordinate with District employees and other consultants/contractors employed by the District throughout the performance of the above items.
- (b) Provide support as necessary to clarify the contents of deliverables to District staff.
- (c) Prepare detailed agenda and meeting minutes for all meetings called or chaired by the Contractor. Such agendas shall identify in detail the specific items planned for discussion, and shall be distributed to proposed attendees well in advance of affected meetings. Such agendas are to set out responsible parties for action items, particularly decisions required by the District, including deadlines therefore, and the minutes shall record decisions made and the basis for each decision.
- (d) Develop, obtain approval, and execute a quality control plan. Provide periodic senior management supervision of the work in this contract; in order to provide quality control of the Contractor's work. Report findings to District representative with proposed actions. Provide this service at least every two weeks.

**C.5.13 RISK MANAGEMENT**

The Contractor shall provide Risk Management services, identifying project risks at the start of this project; the mitigation plans for those risks, and the contingency plans (where appropriate) for those risks.

**C.5.14 ISSUE MANAGEMENT**

The Contractor shall provide issue management services. Issue management includes identification of project issues, determining when risks become issues; issues escalation; assisting in the delegation of issues to responsible parties (both at DCRA and with the

Contractor), resolving issues assigned to the project manager, and addressing issues with the Contractor.

**C.5.15 QUALITY ASSURANCE AND DELIVERABLE MANAGEMENT**

The Contractor shall support OPLA in defining requirements for project deliverables; reviewing project deliverables; Software Quality Testing (SQT) and Operational Testing (OT) by the Contractor with the Department; identifying other reviewers for each deliverable; consolidating input from other reviewers; formulating recommendations on whether to accept, conditionally accept, or reject any given deliverable; notifying OPLA's Project Manager and Occupational and Professional Licensing Administrator of the results of each deliverable review; reviewing quality assurance plans; determining if a quality control (QC) plan is required; reviewing a QC plan if required; and addressing any late deliverables. The agency is ultimately responsible for the acceptance of all Contractor deliverables.

**SECTION D: PACKAGING AND MARKING**

**This section is not applicable to this contract.**

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1 The inspection and acceptance requirements for this contract shall be governed by *clause number six (6), Inspection of Services* of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be from date of award through September 30, 2011.

**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 (4) 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 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 Section B of the contract.

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

**F.3 DELIVERABLES**

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

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format and Method of Delivery</b>	<b>Due Date</b>
C.5.2.w	OPLA Newsletters	Up to 45,000	MS Office electronic and hard copies	Bi-Annual, 6 month after contract award, and 6 months thereafter
C.5.2.w	Bi-Annual Report	Up to 45,000	MS Office electronic and hard copies	Bi-Annual, 6 month after contract award, and 6 months thereafter

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C.5.2.w	Professional Engineer's Roster	Up to 45,000	MS Office electronic and hard copies	Bi-Annual, 6 month after contract award, and 6 months thereafter
C.5.6g	Standard Operating Procedure Manual	30	MS Office electronic and hard copies	With 30 days of Contact Award
C.5.10.1	Work Plan	5	MS Office electronic and hard copies	Monthly, within ten days of the close of the month
C.5.10.2	Monthly Revenue Report	5	MS Office electronic and hard copies	Monthly, within ten days of the close of the month
C.5.10.2	Monthly Production Report	5	MS Office electronic and hard copies	Monthly, within ten days of the close of the month
C.5.10.3	Monthly Fee Report	5	MS Office electronic and hard copies	Monthly, within ten days of the close of the month
C.5.10.4	Weekly Status Report	5	MS Office electronic and hard copies	Weekly, Friday

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 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 shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.
- G.1.3** Licensees are charged a fee for license processing as determined by the District. The Contractor shall determine their charge for processing each license and indicate that amount at Section B.3. All expenses related to the Professional Licensing process shall be considered in determining the Contractor's fee. The Contractor shall be paid accordingly.

### **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 with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Department of Consumer and Regulatory Affairs  
Occupational and Professional Licensing Administration (OPLA)  
1100 4th Street, SW, 5th Floor East, Suite 500E| Washington, DC 20024  
Main: 202-442-4320

- 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 (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;

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**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 agency 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 ORDERING CLAUSE**

**G.4.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.4.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.4.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of 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:

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

James H. Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Room 700 South  
Washington, D.C. 20001  
202-724-4197 (Voice)  
202 727-0245 (Fax)  
[jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

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**G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the COTR is:

**Clifford Cooks, Applications Officer**  
**Occupational and Professional Licensing Administration**  
**1100 4<sup>th</sup> Street, SW, 5<sup>th</sup> Floor**  
**Washington, DC 20024**  
**Telephone Number: (202) 442-4341**  
**E-Mail: [Clifford.Cooks@dc.gov](mailto:Clifford.Cooks@dc.gov)**

**G.9.3** The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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 Department of Employment Services ("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 No. : 2005-2103 Rev. No 10, dated June 15, 2010, 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO 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 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the

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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.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 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 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO 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 CO 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 this contract any decision of the CO 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 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8, 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.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** 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.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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.8.6** 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.8.7** 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.8.8** 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.8.9** 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.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and

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assurances that the prime contractor will make such records available for review upon the District's request; and

**H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

**H.9.3.1** The dollar amount of the contract or procurement;

**H.9.3.2** A brief description of the goods procured or the services contracted for;

**H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total

amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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.

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- 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 CO. 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**

- A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via

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endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. **DURATION**. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

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- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James H. Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Room 700 South  
Washington, D.C. 20001  
202-724-4197 (Voice)  
202 727-0245 (Fax)  
[jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**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**

The contract awarded as a result of this RFP will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions

- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 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 CO.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

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**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination, 2005-2103 Rev. No. 10, June 15, 2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.9	Past Performance Evaluation

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

**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 \_\_\_\_\_

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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 (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

\_\_\_\_\_  
\_\_\_\_\_

**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.

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- 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 of the offeror 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:

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*(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.7.

**K.8 CERTIFICATION OF ELIGIBILITY**

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

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- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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## 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 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 a contract 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 *five (5)* 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. DCCR-2010-R-5555, "Professional Licensing Project"**".

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 and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

The Offeror's proposals shall be organized with the following parts in the following order:

- Part 1: Executive Summary
- Part 2: Technical Approach
- Part 3: Technical Expertise and Experience of the  
Offeror's Staff and Subcontractor Information
- Part 4: Past Performance
- Part 5: Price Proposal

**L.2.1 TECHNICAL PROPOSAL**

Detailed information about the requirements of each Part is provided below.

**L.2.1.1 Part 1 – Executive Summary**

- 1) The Offeror shall provide a brief discussion of the history of the Offeror's firm, its organization, the number of employees, and its overall understanding of the requirements as described in C.5.
- 2) The Offeror shall include a signed Solicitation, Offer and Award Form (page 1 of the solicitation) and any signed amendments to the solicitation. The person signing the offer shall initial erasures or other changes. 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. The Offeror shall set forth, in this Section, the name, title, telephone number, and address of the person authorized to negotiate in behalf of the Offeror and contractually bind the Offeror, if other than the person signing the proposal.

**L.2.1.2 Part 2 – Technical Approach**

- 1) The Offeror shall describe the Offeror's understanding of OPLA's requirements (C.5) and the OPLA's objectives as described in C.4.
- 2) The Offeror shall describe the Offeror's approach and methodology to successfully administer and complete the requirements in C.5. The Offeror shall describe an approach to completing the requirements including (a) steps proposed to accomplish each task; (b) detailed explanation of the methodologies to be employed; and (c) a detailed description of the anticipated major difficulties and problem areas, and recommended approaches for their solutions.
- 3) The Offeror shall describe their solution for an automated customer service management system that can be integrated into the database to assign, track and report on customer service requests as described in Section C.5.
- 4) The Offeror shall provide a detailed description of how it intends to review the current license processing system and effect a transition to its system. The Contractor shall describe its method for evaluating current procedures and controls. The Contractor shall address its re-engineering approach and how workloads shall be shifted to the Contractor with minimal interruption of work.
- 5) The Offeror shall demonstrate its ability to validate its experience in performing each of these functions described in Section C.5 The Offeror shall describe how its technology platform used for the systems and administrative processing

techniques, eg) processes and standard operating procedures, should result in a more efficient and effective licensing operation . The Offeror shall clearly state that they are capable of providing a “turnkey” operation to OPLA.

- 6) The Offeror shall describe in detail, the type of hardware and software that will be utilized and why it is the best solution for this type of operation.
- 7) The Offeror shall provide the make and model of hardware, and describe its proposed system, data base management software, and operating system software. The Offeror shall address how and to what extent it shall provide OPLA access to this system.
- 8) The Offeror shall address data conversion, data ownership, and data backup and recovery.
- 9) The Offeror shall describe the requirement for software growth in terms of how the workload may change over time, the addition of capabilities after the software is installed, and the ability to take advantage of upgrades and improvements in technology.
- 10) The Offeror shall describe security and privacy requirements in terms of how the software must control access to data and dynamic functions to make sure that the appropriate levels of security and privacy are met.
- 11) The Offeror shall describe availability of the accessibility of the software to users, e.g. “accessible at each person’s desk.”
- 12) The Offeror shall describe documentation to be provided in terms of written procedures for in-house training on the contractor’s system required to train and support users, such as an explanation of how to use each command, keystroke, etc.
- 13) Personnel and Training – The Offeror shall describe the nature and extent of implementation support and staff training, as well as future support the Offeror intends to provide. This should include both administrative, operational, and computer training.
- 14) The Offeror shall describe user and operator support to be provided in terms of the necessary non-written support, such as toll-free telephone support, “help desk,” in-person support, etc. Also, the Offeror shall describe the specific nature of the support.

**L.2.1.3 Part 3 – Technical Expertise and Experience of Offeror’s Staff**

- 1) The Offeror shall provide an organizational chart that indicates the Offeror’s staff, subcontractors, and consultants to provide services under this contract. The Offeror’s organizational chart shall provide the Offeror’s structure and reporting lines and lines of accountability for those to perform services under this contract.
- 2) The Offeror shall demonstrate that the key personnel to be assigned to this project have:
  - a. Proven experience in designing, developing, and conducting the services as described in Section C.5;
  - b. Familiarity with professional licensing administration, as well as industry standards and best practice models;
  - c. Experience in preparing work plans and progress reports.
- 3) The Offeror shall provide the following additional information for its proposed key personnel:
  - a. Full name, title and position with firm, areas of expertise, a description of duties and responsibilities, time with firm and years in practice and the affiliation (that is, staff or subcontractor);
  - b. Education/Training;
  - c. License or Certification as applicable;
  - d. Details about any current or past related work experience; and
  - e. Percentage of time that each will devote to the project in total and broken down by task.
- 4) Site Visit: Responsive Offerors will undergo a site visit from OPLA, whereby they must demonstrate their capacity to perform the licensing and records management functions as described in Section C.5.4.

**L.2.1.4 Part 4 – Past Performance**

- 1) The Offeror shall provide a narrative to demonstrate experience in the technical, managerial and administrative services to facilitate licensing operation functions and describe past performances providing services similar in size and scope of services described in Section C. The Offeror shall provide the following for each contract:
  - a. Contract number and period of performance
  - b. Contract amount
  - c. Name of the Contracting Officer Technical Representative (COTR) as identified or program manager with verified phone number and e-mail address;
  - d. Specific description of services provided.
- 2) The Offeror shall submit 2-3 relevant references from current or prior clients for which the Offeror has provided professional services. Provide name, address, email, fax and telephone number of the references.

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The Offeror shall have its client references complete the attached Past Performance Evaluation Form (Attachment J.9) and return the signed form directly to T.S. Parker, Contract Specialist via email [Terique.Parker@dc.gov](mailto:Terique.Parker@dc.gov) or fax at 202-727-0245 on or before **August 25, 2010 at 2:00 p.m.**

**L.2.2 PRICE PROPOSAL**

Part 5- This section shall be submitted under a separate cover titled "**Price Proposal**".

The information requested in this section shall facilitate evaluation of the Offeror's Price Proposal described in Section B to perform the requirements of the solicitation as described in Section C. The price stated shall include all items to effectively conduct and complete the required service described in Section C – Statement of Work including, but not limited to, the cost of labor, travel, overhead, administrative charges, taxes, profit, insurance and other expense associated with the consulting service(s).

The Offeror's Price Proposal will be evaluated separately from the Technical Proposal.

**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 Wednesday, **August 25, 2010, 2:00pm.**

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 CO 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 and time 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 a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating 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 *12* days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than *12* days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials 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 CO, Jim Marshall, Jim.Marshall@dc.gov, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO 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

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CO 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 pricing for the option year(s).

**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 ten (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 §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 §2-534(a)(1).

**L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

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

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202-724-4197 (Voice)  
202 727-0245 (Fax)  
[jim.marshall@dc.gov](mailto:jim.marshall@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, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its 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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO 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, 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 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its 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 CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.20 SPECIAL STANDARDS OF RESPONSIBILITY**

**L.20.1** In addition to the general standards of responsibility set forth in section L.19, the offeror must comply, at a minimum, with the following:

All data in any form maintained shall be the sole property of the Government of the District of Columbia. Upon request, the Contractor must turn over this data in ASCII or other common format as designated by the Contract Administrator or designee, or pass the data on to the successor Contractor in any common format designated by the Contract Administrator or designee.

The Contractor shall ensure that all hardware and software provided under this contract has been converted, i.e., Upgraded, changed, removed as needed, to handle any relevant issues for the duration of the contract.

**L.21 PRE-PROPOSAL CONFERENCE**

Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. The Conference will be held on:

**Tuesday, August 10, 2010 at 2:00 pm.**  
Main Conference Room  
Office of Contracting and Procurement  
District of Columbia Government  
441 4th Street, NW, Suite 700 South  
Washington, DC 20001

## 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

M.2.1 The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
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.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each,

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using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors.

**M.3.1 Site Visit (Pass/Fail)**

The Offeror has satisfactorily demonstrated the physical capacity to perform the requirements as described in Section C.5.4 and L. 2.1.

There are no points allocated to this category.

**M.3.1 Price Criterion (15 Points)**

The price evaluation will be objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.

Actual points assigned to each Offeror in this category will be based on the Offeror's total price and will be computed in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (15) \text{ (Maximum Points)} = \text{Evaluated Price Score}$$

**M.3.1.2 Executive Summary and Technical Approach (35 Points)**

The Offeror has demonstrated its understanding of the District's requirements as described in Section C.5 and the Offeror's proposed strategies and theories to successfully perform the District's requirements as delineated in Section L.2.1.2 Technical Approach.

**M.3.1.3 Technical Expertise (30 points)**

The Offeror's proposed key personnel have the necessary qualification and experience to perform the District's requirements as described in Section C.5 of this solicitation and as delineated in Section L.2.1.3 Technical Expertise.

**M.3.2 Past Performance (20 Points)**

Offeror has satisfactorily provided similar services, including emergency preparedness administration as described in Section C.5 and as delineated in Section L. 2.1.4.

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

**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. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

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- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 Maximum Preference Awarded**

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

**M.5.3 Preferences for Certified Joint Ventures**

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

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**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.