

SOLICITATION, OFFER, AND AWARD			1. Caption Production Staffing Services			Page of Pages 1 56					
2. Contract Number TBD		3. Solicitation Number DCCT-2010-R-0000		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"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 3/16/2010		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: OFFICE OF CONTRACTING AND PROCUREMENT GROUP V 441 4TH STREET, NW, SUITE 700 South WASHINGTON, DC 20001				8. Address Offer to: OFFICE OF CONTRACTING AND PROCUREMENT 441 4TH STREET, NW, SUITE 703 SOUTH, BID ROOM WASHINGTON, DC 20001							
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"											
SOLICITATION											
9. Sealed offers in original and <u>3</u> 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 <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 PM</u> local time <u>30-Mar-10</u> (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 Christian C. Nwachukwu			B. Telephone (Area Code) 202 (Number) 724 (Ext) 4236			C. E-mail Address christian.nwachukwu@dc.gov			
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OFFER											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.											
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		____ Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract							
15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G			17. Signature			18. Offer Date		
AWARD (TO BE COMPLETED BY GOVERNMENT)											
19. Accepted as to Items Numbered			20. Amount			21. Accounting and Appropriation					
22. Name of Contracting Officer (Type or Print) ELONA EVANS-MCNEILL			23. Signature of Contracting Officer (District of Columbia)				24. Award Date				
 Government of the District of Columbia					Office of Contracting & Procurement						

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of Cable Television and Telecommunications (OCTT) is seeking a contractor to provide production staffing services needed to supplement the agency's production staff needs related to special projects and productions for outside (i.e., non-District government) clients.
- B.2** The District contemplates award of labor hour contract, with fixed unit prices.
- B.3** 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. They 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.
- B.4** If an Offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.6.1. The prime contractor responding to this solicitation 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 bidder intends to subcontract in accordance with the provisions of section M.6.1, but fails to submit a subcontracting plan with its proposal.

B.5 PRICE SCHEDULE**B.5.1 BASE YEAR**

(CLIN)	Description	Unit	Unit Price	Unit	Unit Price
0001	PRODUCER I	HOUR	\$	DAY	\$
0002	PRODUCER II	HOUR	\$	DAY	\$
0003	WRITER I	HOUR	\$	DAY	\$
0004	WRITER II	HOUR	\$	DAY	\$
0005	EDITOR I	HOUR	\$	DAY	\$
0006	EDITOR II	HOUR	\$	DAY	\$
0007	DIRECTOR I	HOUR	\$	DAY	\$
0008	DIRECTOR II	HOUR	\$	DAY	\$
0009	TECHNICAL DIRECTOR I	HOUR	\$	DAY	\$
0010	VIDEOGRAPHER I	HOUR	\$	DAY	\$
0011	AUDIO ENGINEER I	HOUR	\$	DAY	\$
0012	AUDIO ENGINEER II	HOUR	\$	DAY	\$
0013	TECHNICAL ENGINEER I	HOUR	\$	DAY	\$
0014	TECHNICAL ENGINEER II	HOUR	\$	DAY	\$
0015	GAFFER I	HOUR	\$	DAY	\$
0016	FLOOR DIRECTOR I	HOUR	\$	DAY	\$
0017	SET DESIGNER I	HOUR	\$	DAY	\$
0018	CHARACTER GENERATOR OPERATOR I	HOUR	\$	DAY	\$
0019	LIGHTING DESIGNER I	HOUR	\$	DAY	\$
0020	LIGHTING DIRECTOR I	HOUR	\$	DAY	\$
0021	MAKE-UP ARTIST I	HOUR	\$	DAY	\$
0022	GRAPHIC ARTIST I				
				NOT TO EXCEED	\$

B.5.2 OPTION YEAR ONE

(CLIN)	Description	Unit	Unit Price	Unit	Unit Price
1001	PRODUCER I	HOUR	\$	DAY	\$
1002	PRODUCER II	HOUR	\$	DAY	\$
1003	WRITER I	HOUR	\$	DAY	\$
1004	WRITER II	HOUR	\$	DAY	\$
1005	EDITOR I	HOUR	\$	DAY	\$
1006	EDITOR II	HOUR	\$	DAY	\$
1007	DIRECTOR I	HOUR	\$	DAY	\$
1008	DIRECTOR II	HOUR	\$	DAY	\$
1009	TECHNICAL DIRECTOR I	HOUR	\$	DAY	\$
1010	VIDEOGRAPHER I	HOUR	\$	DAY	\$
1011	AUDIO ENGINEER I	HOUR	\$	DAY	\$
1012	AUDIO ENGINEER II	HOUR	\$	DAY	\$
1013	TECHNICAL ENGINEER I	HOUR	\$	DAY	\$
1014	TECHNICAL ENGINEER II	HOUR	\$	DAY	\$
1015	GAFFER I	HOUR	\$	DAY	\$
1016	FLOOR DIRECTOR I	HOUR	\$	DAY	\$
1017	SET DESIGNER I	HOUR	\$	DAY	\$
1018	CHARACTER GENERATOR OPERATOR I	HOUR	\$	DAY	\$
1019	LIGHTING DESIGNER I	HOUR	\$	DAY	\$
1020	LIGHTING DIRECTOR I	HOUR	\$	DAY	\$
1021	MAKE-UP ARTIST I	HOUR	\$	DAY	\$
1022	GRAPHIC ARTIST I	HOUR	\$	DAY	\$
				NOT TO EXCEED	\$

B.5.3 OPTION YEAR TWO

(CLIN)	Description	Unit	Unit Price	Unit	Unit Price
2001	PRODUCER I	HOUR	\$	DAY	\$
2002	PRODUCER II	HOUR	\$	DAY	\$
2003	WRITER I	HOUR	\$	DAY	\$
2004	WRITER II	HOUR	\$	DAY	\$
2005	EDITOR I	HOUR	\$	DAY	\$
2006	EDITOR II	HOUR	\$	DAY	\$
2007	DIRECTOR I	HOUR	\$	DAY	\$
2008	DIRECTOR II	HOUR	\$	DAY	\$
2009	TECHNICAL DIRECTOR I	HOUR	\$	DAY	\$
2010	VIDEOGRAPHER I	HOUR	\$	DAY	\$
2011	AUDIO ENGINEER I	HOUR	\$	DAY	\$
2012	AUDIO ENGINEER II	HOUR	\$	DAY	\$
2013	TECHNICAL ENGINEER I	HOUR	\$	DAY	\$
2014	TECHNICAL ENGINEER II	HOUR	\$	DAY	\$
2015	GAFFER I	HOUR	\$	DAY	\$
2016	FLOOR DIRECTOR I	HOUR	\$	DAY	\$
2017	SET DESIGNER I	HOUR	\$	DAY	\$
2018	CHARACTER GENERATOR OPERATOR I	HOUR	\$	DAY	\$
2019	LIGHTING DESIGNER I	HOUR	\$	DAY	\$
2020	LIGHTING DIRECTOR I	HOUR	\$	DAY	\$
2021	MAKE-UP ARTIST I	HOUR	\$	DAY	\$
2022	GRAPHIC ARTIST I	HOUR	\$	DAY	\$
				NOT TO EXCEED	

B.5.4 OPTION YEAR THREE

(CLIN)	Description	Unit	Unit Price	Unit	Unit Price
3001	PRODUCER I	HOUR	\$	DAY	\$
3002	PRODUCER II	HOUR	\$	DAY	\$
3003	WRITER I	HOUR	\$	DAY	\$
3004	WRITER II	HOUR	\$	DAY	\$
3005	EDITOR I	HOUR	\$	DAY	\$
3006	EDITOR II	HOUR	\$	DAY	\$
3007	DIRECTOR I	HOUR	\$	DAY	\$
3008	DIRECTOR II	HOUR	\$	DAY	\$
3009	TECHNICAL DIRECTOR I	HOUR	\$	DAY	\$
3010	VIDEOGRAPHER I	HOUR	\$	DAY	\$
3011	AUDIO ENGINEER I	HOUR	\$	DAY	\$
3012	AUDIO ENGINEER II	HOUR	\$	DAY	\$
3013	TECHNICAL ENGINEER I	HOUR	\$	DAY	\$
3014	TECHNICAL ENGINEER II	HOUR	\$	DAY	\$
3015	GAFFER I	HOUR	\$	DAY	\$
3016	FLOOR DIRECTOR I	HOUR	\$	DAY	\$
3017	SET DESIGNER I	HOUR	\$	DAY	\$
3018	CHARACTER GENERATOR OPERATOR I	HOUR	\$	DAY	\$
3019	LIGHTING DESIGNER I	HOUR	\$	DAY	\$
3020	LIGHTING DIRECTOR I	HOUR	\$	DAY	\$
3021	MAKE-UP ARTIST I	HOUR	\$	DAY	\$
3022	GRAPHIC ARTIST I	HOUR	\$	DAY	\$
				NOT TO EXCEED	\$

B.5.5 OPTION YEAR FOUR

(CLIN)	Description	Unit	Unit Price	Unit	Unit Price
4001	PRODUCER I	HOUR	\$	DAY	\$
4002	PRODUCER II	HOUR	\$	DAY	\$
4003	WRITER I	HOUR	\$	DAY	\$
4004	WRITER II	HOUR	\$	DAY	\$
4005	EDITOR I	HOUR	\$	DAY	\$
4006	EDITOR II	HOUR	\$	DAY	\$
4007	DIRECTOR I	HOUR	\$	DAY	\$
4008	DIRECTOR II	HOUR	\$	DAY	\$
4009	TECHNICAL DIRECTOR I	HOUR	\$	DAY	\$
4010	VIDEOGRAPHER I	HOUR	\$	DAY	\$
4011	AUDIO ENGINEER I	HOUR	\$	DAY	\$
4012	AUDIO ENGINEER II	HOUR	\$	DAY	\$
4013	TECHNICAL ENGINEER I	HOUR	\$	DAY	\$
4014	TECHNICAL ENGINEER II	HOUR	\$	DAY	\$
4015	GAFFER I	HOUR	\$	DAY	\$
4016	FLOOR DIRECTOR I	HOUR	\$	DAY	\$
4017	SET DESIGNER I	HOUR	\$	DAY	\$
4018	CHARACTER GENERATOR OPERATOR I	HOUR	\$	DAY	\$
4019	LIGHTING DESIGNER I	HOUR	\$	DAY	\$
4020	LIGHTING DIRECTOR I	HOUR	\$	DAY	\$
4021	MAKE-UP ARTIST I	HOUR	\$	DAY	\$
4022	GRAPHIC ARTIST I	HOUR	\$	DAY	\$
				NOT TO EXCEED	\$

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of Cable Television and Telecommunications (OCTT) is seeking a contractor to provide production staffing services on an as needed basis. The period of performance shall be one (1) year from date award.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1.	Section 34-1252.01	DC Official Code	October 9, 2002

C.1.2 DEFINITIONS

N/A

C.2 BACKGROUND

The DC Office of Cable Television and Telecommunications is responsible for the coordination, management and oversight of District government television channels and the programming that appears on those channels. As a part of OCTT's duties, it produces programming and provides coverage of events and proceedings that concern the District government and community. OCTT provides coverage of hearings and proceedings before the Council of the District of Columbia, events organized by the Mayor and executive branch government agencies, and other events that take place within the District of Columbia. Additionally, OCTT produces original programming for the purpose of providing information to District residents.

C.3 REQUIREMENTS

C.3.1 The contractor shall have expertise in the broadcast, film and multimedia industries. The contractor shall provide qualified production staffing personnel, on an as needed basis, to fill freelance television broadcast positions to supplement OCTT's production staff throughout the life of this contract. The list of those personnel includes producers, writers, editors, directors, technical director, videographer, audio engineers, technical engineers, gaffer, floor director, set designer, character generator operator, lighting designer, lighting director, make-up artist, and graphic artist. The job descriptions are described below.

C.3.1.1 **Producer I-** Plans and develops local television programs; researches and develops ideas and budgets; writes scripts; schedules interviews, hosts and facilities; and recruits talent. The candidate must have five (5) to eight (8) years experience as an associate producer or production assistant. Candidate must have understanding of all

elements of production and some writing skills. Candidate must possess a Bachelor Degree in TV/Film or equivalent or additional years of relevant experience.

C.3.1.2 **Producer II** - Plans and develops local television programs; researches and develops ideas and budgets; writes scripts; schedules interviews, hosts and facilities; and recruits talent. Candidate must have a minimum of ten (10) years experience as an associate producer or production assistant. Candidate must have understanding of all elements of production and some writing skills. Candidate must possess a Bachelor Degree in TV/Film or equivalent or additional years of relevant experience.

C.3.1.3 **Writer I** - Researches and analyzes information on the Internet, newspapers, and publications and via telephone; creates and organizes presentations; and “brainstorms” solutions with the production team, writing succinct and stimulating reports; and participating in meetings with clients. Candidate must have a minimum of two (2) to five (5) years experience writing articles, reports, brochures, and/or manuals for documentation with a wide range of uses. Candidate must possess a Bachelor Degree in Journalism, English or equivalent or additional years of relevant experience.

C.3.1.4 **Writer II** - Researches and analyzes information on the Internet, newspapers, and publications and via telephone; creates and organizes presentations; and “brainstorms” solutions with the production team, writing succinct and stimulating reports; and participating in meetings with clients. Candidate must have a minimum of ten (10) years experience writing articles, reports, brochures, and/or manuals for documentation with a wide range of uses. Candidate must possess a Bachelor Degree in Journalism, English or additional years of relevant experience.

C.3.1.5 **Editor I** - Collates and comments on video content for web delivery, including editing, encoding and launching to the web for live and video on demand sports (predominantly football-based), including weekly, made-for-the-web, TV format programs. Candidate must have a minimum of one (1) to three (3) years experience in editing film or video and a working knowledge of technical video editing equipment operation. Candidate must have a Bachelor Degree in Media/ Communications or equivalent or additional years of relevant experience.

C.3.1.6 **Editor II** - Collates and comments on video content for web delivery, including editing, encoding and launching to the web for live and video on demand sports (predominantly football-based), including weekly, made-for-the-web, TV format programs. Candidate must have a minimum of five (5) to ten (10) years experience in editing film or video and a working knowledge of technical video editing equipment operation. Candidate must be able to provide a full range of services as an editor, overseer of graphics and works with linear and non-linear edit systems. Candidate must have a Bachelor Degree in Media/ Communications or equivalent or additional years of relevant experience.

C.3.1.7 **Director I** - Duties include, but are not limited to, directing newscasts and special broadcasts; technical directing; and graphic production and production support for remote productions. Position will be responsible for directing and technical directing various newscasts (including nights and weekends) as well as “fill-in” shifts.

Candidate must be familiar with standard concepts, practices, and procedures within mass media. Candidate must have a minimum of five (5) to seven (7) years experience in the field and the studio as camera operator or similar technical position, which includes as a director. Candidate must possess a Bachelor Degree in Communication/Film or equivalent or additional years of relevant experience.

C.3.1.8 Director II - Duties include, but are not limited to, directing newscasts and special broadcasts; technical directing; and graphic production and production support for remote productions. Position will be responsible for directing and technical directing various newscasts (including nights and weekends) as well as “fill-in” shifts. Candidate must be familiar with standard concepts, practices, and procedures within mass media; and relies on experience and judgment to accomplish goals. Candidate must have a minimum of nine (9) to twelve (12) years experience in the field and the studio as camera operator or similar technical position, with 4- 7 years as a director. Candidate must possess a Bachelor Degree in Communication/Film or equivalent or additional years of relevant experience.

C.3.1.9 Technical Director I - Duties include, but are not limited to, assisting the Director while leading the technical component of directing newscasts and special broadcasts; technical directing; graphic production; and production support for remote productions. Position will also be responsible for directing and technical directing various newscasts (including nights and weekends) as well as “fill-in” shifts. Candidate must possess a Bachelor Degree in Communication/Film or equivalent or additional years of relevant experience.

C.3.1.10 Videographer I - Operates videotape cameras (on location or in the studio) in the production of professional, pre-recorded programming. Designs, transports, sets up, and operates production equipment, including audio and lighting equipment, for field and studio productions. Candidate must have a minimum of three (3) years experience with an EFP or ENG field camera. Candidate must possess a High School Diploma or GED, studio and field training.

C.3.1.11 Audio Engineer I - Operates audio (on location or in the studio) in the production of professional, pre-recorded programming. Performs preventive maintenance and major repairs on audio equipment. Schedules and documents bi-monthly service and designs; installs and maintains video production equipment. Candidate must have a minimum of two (2) to four (4) years experience working in a broadcast, post production facility or recording environment and able to operate studio consoles and record audio. Candidate should possess a High School Diploma or GED.

C.3.1.12 Audio Engineer II - Operates audio (on location or in the studio) in the production of professional, pre-recorded programming. Performs preventive maintenance and major repairs on audio equipment. Schedules and documents bi-monthly service and designs; installs and maintains video production equipment. Candidate must have a minimum of eight (8) to ten (10) years experience working in a broadcast, post production facility or recording environment including five (5) years supervisory experience. Candidate should possess a High School Diploma or GED with additional certification and training

- C.3.1.13 Technical Engineer I** - Plans, implements, and oversees procedures for the operation and maintenance of studio, remote control and RF transmission equipment. Performs and coordinates activities related to the layout and design of electrical circuitry, to ensure conformance with appropriate codes and safety regulations. Candidate must have a minimum of five (5) to seven (7) years experience in an engineering environment in a broadcast or post production facility and understands all technical and electrical aspects of systems and be able to use waveform monitors and vector scopes, trouble shoot and maintain equipment. Candidate should possess an AA degree in Electronics or equivalent or additional years of relevant experience.
- C.3.1.14 Technical Engineer II** - Plans, implements, and oversees procedures for the operation and maintenance of studio, remote control and RF transmission equipment. Performs and coordinates activities related to the layout and design of electrical circuitry, to ensure conformance with appropriate codes and safety regulations. Candidate must have a minimum of nine (9) to twelve (12) years experience in an engineering environment in a broadcast or post production facility and understands all technical and electrical aspects of systems and be able to use waveform monitors and vector scopes, trouble shoot and maintain equipment. Candidate has experience with video teleconferencing events, satellite technology, along with systems designs and installation. Candidate should possess an AA degree in Electronics or equivalent or additional years of relevant experience.
- C.3.1.15 Gaffer I** - Oversees all aspects of the production relating to power and electricity, particularly those associated with lighting. In pre-production, the gaffer works with the cinematographer and the director to determine electrical requirements, checks on available power, and assists the cinematographer in placing equipment orders. Candidate should have a minimum of one (1) year relevant working experience with handling and setting up lighting, audiovisual, and video product support equipment. Candidate should possess a high school diploma or GED.
- C.3.1.16 Floor Director I** - Ensure that sets, props and technical equipment are safe and ready to use and in the right place prior to filming. Performs a variety of tasks, leads and directs the work of others. They are also responsible for the audience (if there is one) is timely seated. Candidate must possess a Bachelor Degree in Communication/Film or equivalent or additional years of relevant experience.
- C.3.1.17 Set Designer I** - Serves as the creative, design and production director. Additionally serves as a consultant on all stage/set/costume/promotion designs. Design products for both internal and external audiences. Candidate ensures that the design of set effectively delivers desire message to intended audience. Candidate must possess a Bachelor Degree in Communication/Film or equivalent or additional years of relevant experience.
- C.3.1.18 Character Generator Operator I** - Creates and delivers full-screens using a digital ordering system. Manually creates full-screens and delivers to specific play-out device and building and storing stacks. Candidate must possess a Bachelor Degree in Communication/Film or equivalent or additional years of relevant experience.

Candidate must possess a Bachelor Degree in Communication/Film or equivalent or additional years of relevant experience.

C.3.1.19 Lighting Designer I – Designs the lighting plan, arranges for the lighting equipment needed, and sets up and checks the lighting. Candidate must have a minimum of five (5) years of experience as a lighting technician with a background in lighting systems, grids and artistic lighting for studio/special events. Candidate should possess a Bachelor Degree in Art/Communications/Film or equivalent or additional years of relevant experience.

C.3.1.20 Lighting Director I – Designs the lighting plan, arranges for the lighting equipment needed, and sets up and checks the lighting. Candidate must have a minimum of ten (10) years of experience as a lighting technician with a background in lighting systems, grids and artistic lighting for studio/special events. Candidate should possess a Bachelor Degree in Art/Communications/Film or equivalent or additional years of relevant experience.

C.3.1.21 Make-up Artist I – Interprets and produces both a creative and technically accurate visual representation of personnel and guest appearing on camera. This may involve very basic make-up for a TV presenter through to more complex period make-up or special effects where the work involves creating images and characters through the medium of make-up, hairstyles and prosthetics in accordance with a brief. Candidate must have a minimum of five (5) years experience as a make-up artist for still photography, television or film. Candidate must be experienced with make-up applicable to all types/color of skin and hair and be familiar with a variety of make-up products and allergen reactions. Candidate must possess a High School Diploma or GED, plus training or a degree in cosmetology.

C.3.1.22 Graphic Artist I - Develops, designs, and creates still and motion graphic elements for the television media using a variety of software packages often in conjunction with non-linear editing systems. Candidate must have a minimum of three (3) years experience as a graphic artist for still and motion presentation. Must be experienced in Adobe After Effects, Motion, and 3D Studio Max.

C.3.2 The Contractor shall provide staff within forty-eight (48) hours after receipt of notification either verbally or in writing by the Contract Officer's Technical Representative (COTR) or designee.

C.4 WORK SITE

The Contractor shall perform all work onsite at the Office of Cable Television and Telecommunications 3007 Tilden Street, N.W. POD-P, Washington, D.C. 20007, unless otherwise instructed or approved in advance by the COTR and/or Director of Television Programming.

C.5 QUALIFICATIONS OF PERSONNEL

The expertise, knowledge and skills of the Contractor and its employees constitute material

consideration of this agreement. In the event any of the Contractor's employees terminates his/her relationship with the Contractor, he/she shall be replaced by an individual satisfactory to the District, in its sole discretion. The District reserves the right to review the qualifications of other personnel selected by the Contractor to perform services or provide deliverables pursuant to this contract. The Contractor shall remove, at the District's request at any time, any person who in the District's opinion, is unacceptable, uncooperative, not qualified to perform services or provide deliverables or has performed services or provided deliverables in an unsatisfactory manner. If the District so requests, the Contractor shall promptly provide a qualified replacement satisfactory to the District for any person so removed. The District will not pay for training such replacement.

C.6 INDEPENDENT CONTRACTOR

The Contractor shall at all times be and act as an independent contractor of the District and, as such, no law, agreement or other arrangement that has the effect of conferring benefits upon employees of the District shall be applicable to the Contractor or any Contractor employee, agent or subcontractor in connection with the services rendered under this agreement.

C.7 OCTT'S RESPONSIBILITIES

- C.7.1** OCTT will request employees from the Contractor on an as-needed-basis either verbally or in writing through the COTR.
- C.7.2** OCTT will have the option, during or after the term of this contract, to hire any of the Contractor's employees assigned to OCTT without paying the Contractor a finder's fee, referral fee, commission, conversion charge, or any other form of payment for hiring the person.
- C.7.3** OCTT reserves the right to request resumes of candidates before contractor's services are rendered.
- C.7.4** OCTT will notify the Contractor which positions are required for each production.
- C.7.5** OCTT will have the option to send referral candidates for use for productions.

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

SECTION E: INSPECTION AND ACCEPTANCE

- E.1 The inspection and acceptance requirements for the resultant 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 located at www.ocp.dc.gov shall be completed and incorporated with the bid.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The District contemplates award of labor hour contract, with fixed unit prices.

F.2 TERM OF CONTRACT

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

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

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

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

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of Cable Television
Address: 3007 Tilden Street, NW, #890N
Washington, D.C. 20008
Telephone: 202-671-0056

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

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

G.4 PAYMENT

The District will pay the contractor for actual hours worked in accordance with the unit price for each of the labor categories listed in the Price Schedule (B.3). The total amount of the contract shall not exceed the amount listed in the Price Schedule.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

G.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:

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

Name of Contracting Officer:	Elona Evans-McNeill
Address:	Office of Contracting and Procurement 441 4 th Street, N.W., Suite 700 South Washington, D.C. 20001
Telephone:	202-727-0252

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Angela Harper
Title: Director of Operations
Agency: Office of Cable Television & Telecommunications
Address: 3007 Tilden Street
Washington, D.C. 20008
Telephone: 202-671-0047

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 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.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.2) in which the Contractor shall agree that:

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

H.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;

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

H.3.4 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.3.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 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.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6

is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 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.4.1.1 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.4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 PROTECTION OF PROPERTY:

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

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.8 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by **Wage Determination No.: 2005-2103 Rev. 8 dated 05/26/2009**, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.9 AUDITS AND RECORDS

H.9.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.9.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.9.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a) The bid for the contract, subcontract, or modification;
- b) The discussions conducted on the bid(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.9.4 Comptroller General

H.9.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.9.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.9.5 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.9.6 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

H.9.7 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.x.1 through H.x.6, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.9.8 The Contractor shall insert a clause containing all the terms of this clause, including this section H.x.8, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports described in H.x.6 of this clause.

H.10 WAY TO WORK AMENDMENT ACT OF 2006

H.10.1 Except as described in H.10.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.10.2 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.

H.10.3 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.10.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.10.5 The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J._ 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.10.6 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.10.7 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.10.8 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.10.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

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

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

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE:

- 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 Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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 endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer 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 Contracting Officer 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.
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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent

Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- 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.
- 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 Contracting Officer 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 Contracting Officer.
- 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:

Christian C. Nwachukwu, Contract Specialist
441 4th Street, NW, Suite 700S
202-724-4236/christian.nwachukwu@dc.gov

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. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$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 Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103 Rev. 8 dated 05/26/2009

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)

J.2.1 Tax Certification Affidavit

J.2.2 First Source Employment Agreement

J.2.3 E.E.O Information and Mayor's Orders 85-85

J.3 Cost and Pricing Package

J.4 Standard Contract Provisions (SCP) for use with District of Columbia Government Supply and Services Contracts dated March 2007. To obtain a copy of the SCP go to www.ocp.dc.gov .

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, 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 bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.2 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 bidder 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.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 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.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder 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 bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

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

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a Tax Certification Affidavit, incorporated herein as Section J.2.1.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid/proposal.

- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	Prince George's County, Maryland
___	___	College Park, Maryland	___	___	Prince George's Public Schools
___	___	Culpeper County, Virginia	___	___	Prince William County, Virginia
___	___	District of Columbia	___	___	Prince William Public Schools
___	___	District of Columbia Courts	___	___	Prince William County Service Authority
___	___	District of Columbia Public Schools	___	___	Rockville, Maryland
___	___	D.C. Water & Sewer Authority.	___	___	Spotsylvania County Schools
___	___	Fairfax, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County, Virginia	___	___	Takoma Park, Maryland
___	___	Fairfax County Water Authority	___	___	Vienna, Virginia
___	___	Falls Church, Virginia	___	___	Wash. Metro. Area Transit Authority
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Suburban Sanitary Comm. ___
___	___	Frederick County, Maryland	___	___	Winchester Public Schools
___	___	Manassas Public Schools	___	___	Herndon, Virginia
___	___	Gaithersburg, Maryland	___	___	Loudoun County, Virginia
___	___	Greenbelt, Maryland	___	___	
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

Vendor Name

**K.9 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE
(JULY 1990)**

K.9 .1 Definitions. As used in this provision:

K.9 .1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.9 .1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.9 .1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.9 .1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.9 .1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.9 .1.6 Individual: means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

K.9 .2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and

- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.9 .2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.10.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.9 .2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.9 .2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.9 .2(1) through K.9 .2(6) of this clause.

K.9 .3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.9 .4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.10.2 or K.10.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

K.10 EMPLOYMENT AGREEMENT

By submission of its offer, the Offeror certifies and agrees that, for all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area (see Clause 28 of the Standard Contract Provisions), one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of

bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all new jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees, if any, shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors shall implement the above requirements in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq. The Offeror certifies that it shall enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons that it does not require for this contract, or that it does not consider qualified based on standards the Offeror applies to all job Offerors.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (3) 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. DCCT-2010-R-0001, Production Staffing Services"**

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

L.2.1 Technical Proposal

The Offeror shall provide the following in its technical proposal:

A. Section 1 – Attachments

This section shall contain attachments indicated in Section J of this solicitation (J.2.1, J.2.2, J.2.3, and J.3), Section K and Amendments to the solicitation which are to be completed, signed and returned with proposal submittal and any certifications that are required.

B. Section 2 – Technical Capability

The Offeror shall describe its ability to provide the required production staffing services. Offeror shall submit resumes of staff, who the Offeror proposes to provide service to the District, including their production staffing recruitment qualifications and work experience. Offeror's shall provide at least three relevant client references for each person, including name, address, title, phone and fax numbers and email addresses. Information submitted will be evaluated against the evaluation factor in Section M.4.1.1.

C. Section 3 – Past Performance of Offeror

The Offeror shall describe its experience with providing similar production staffing services to the District of Columbia or similar sized public or private organizations. Offeror shall submit a Client List of firms whom they have provided related services. Offeror shall submit a Scope of Work that the Offeror has performed for one of the firms on the client list. The Offeror shall provide the contact information for at least three of its client references, including name, address, title, phone and fax numbers and email address. The District will contact the references to complete a past performance evaluation form. Information submitted will be evaluated against the evaluation factor in Section M.4.1.2.

D. Section 4 - Qualifications of Candidate Pool

Offeror shall submit at least one resume of a candidate in its pool, for each labor category, that meets the qualifications listed in section C.2.1.1 through C.2.1.21, which includes a statement of each individual's capabilities/experience and knowledge of television production. Offeror shall provide at least three relevant professional references for each person, including name, address, title, phone and fax numbers and email address. Information submitted will be evaluated against the evaluation factors in Section M.4.1.3.

L.2.2 Price Proposal

This section shall be submitted under a separate cover titled "Price Proposal". It shall include the hourly rates and day rates for each labor category for the base year and each option year. Evaluation of prices submitted will consist of adding unit prices of all labor categories and dividing by the number of labor categories to get an average price of all labor categories. The Offeror who receives the lowest combined average unit price of all labor categories will receive the maximum points (20) allowed for price. All other Offerors' combined average unit price will be weighted against the lowest combined average unit price to receive an evaluated price score.

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 **2:00 p.m.** local time on **March 30, 2010** at the address specified in Section 9 of the Solicitation cover page. Proposals, modifications to

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

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on Section 10 of the Solicitation cover page. The prospective Offeror shall submit questions no later than **FIVE** (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of

proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4th Street, N.W., Suite 700 South, Washington, D.C. 20001, phone no. 202-724-5194, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made

public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within seven (7) days of contract award to:

Name of Contract Specialist: Christian C. Nwachukwu
Address of Contract Specialist: 441 4th Street, NW Washington, DC 20001
Phone Number/E-mail Address: [202-724-4236](tel:202-724-4236)/Christian.nwachukwu@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

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

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of

responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference. See Section L.4

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror(s) 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 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.3 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

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

M.4 EVALUATION CRITERIA

M.4.1 Technical Evaluation Criteria

M.4.1.1 Offeror’s Capabilities – 30 Points

Offeror’s overall experience in providing television production staff for studio and field production, pre-production and post- production work. Offeror’s staff has knowledge of television production positions and staffing including, but not limited to, producers, directors, engineers, scriptwriters, editors, camera, audio, and character generator operators, master control, lighting directors, and production assistants.

M.4.1.2 Offeror’s Past Experience with Providing Similar Services – 30 Points

Offeror has demonstrated it has satisfactorily provided television production staffing services to similar size public or private organizations.

M.4.1.3 Qualifications of Candidate Pool - 20 Points

Offeror has provided resumes of a sampling of candidates for production positions which demonstrate that the candidates possess the qualifications listed in sections C.2.1.1 through C.2.1.22.

M.4.2 Price Evaluation Criteria – 20 Points

The price evaluation will be objective. The Offeror with the lowest average combined realistic unit price for all labor categories combined will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror’s evaluated price score:

Example:

$$\frac{\text{Lowest combined average unit price offered}}{\text{Combined average unit price of proposal being evaluated}} \times 20 = \text{Evaluated Price Score}$$

M.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

M.5.1 Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.2 General Preferences

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

- M.5.2.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.2.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.5.3.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.3.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.3.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5.4 Maximum Preference Awarded

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

M.5.5 Preferences for Certified Joint Ventures

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

M.5.6 Vendor Submission for Preferences

M.5.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.6.2 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.6.3 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.6.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.6.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 SUB CONTRACTING REQUIREMENTS

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.6.1 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; or

M.6.1.1 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.6.1, 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.

M.6.2 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.6.1.1, the prime contractor responding to this solicitation 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 intends to subcontract in accordance with the provisions of section M.6.1.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.6.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.6.2.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs, or if insufficient qualified SBEs are available, by any certified business enterprises;

- M.6.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.6.2.4** 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;
- M.6.2.5** 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;
- M.6.2.6** 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;
- M.6.2.7** 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;
- M.6.2.8** 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 assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.2.9** 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.

M.6.3 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.6.3.1** The dollar amount of the contract or procurement;
- M.6.3.2** A brief description of the goods procured or the services contracted for;
- M.6.3.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.6.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.6.3.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.6.3.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1.1; and

M.6.3.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.1.

M.6.4 Enforcement and Penalties for Breach of Subcontracting Plan

M.6.4.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.6.4.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through 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, failure, or falsified submission.