

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages	
			Inmate Telephone Services			1	52
2. Contract Number		3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market	
		DCFL-2007-R-7006	<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		1/16/2007	<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By:			8. Address Offer to:				
Office of Contracting and Procurement Group VII 441 4th Street, NW, Suite 700 South Washington, DC 20001			Office of Contracting and Procurement Group VII 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001 Attn: Shafiq Choudhary				
SOLICITATION							
9. Sealed offers in original and <u>6</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							
441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC 20001							
bid counter located at _____ until <u>2:00 PM</u> local time <u>16-Feb-07</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		B. Telephone		C. E-mail Address	
		Shafiq Choudhary		202 724-4946		shafiq.choudhary@dc.gov	
11. Table of Contents							
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OFFER							
within _____ <u>120</u> 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		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>				
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department of Corrections (DOC) (the District) is seeking a contractor to provide an inmate telephone service at the DOC's Central Detention Facility (CDF).

B.2 REQUIREMENTS

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.3 PRICE SCHEDULE - REQUIREMENTS

The Contractor's fixed unit price shall include all direct and indirect cost for the performance of services specified herein.

B.3.1 BASE PERIOD

CLIN	ITEM DESCRIPTION	% DISCOUNT
0001	Provide Telephone Services for the Department of Corrections Inmates population rates in accordance with D.C. Law 13-280, minus discount percentage	% _____

B.3.2 OPTION YEAR ONE

CLIN	ITEM DESCRIPTION	% DISCOUNT
1001	Provide Telephone Services for the Department of Corrections Inmates population rates in accordance with D.C. Law 13-280, minus discount percentage	% _____

B.3.3 OPTION YEAR TWO

CLIN	ITEM DESCRIPTION	% DISCOUNT
2001	Provide Telephone Services for the Department of Corrections Inmates population rates in accordance with D.C. Law 13-280, minus discount percentage	% _____

B.3.4 OPTION YEAR THREE

CLIN	ITEM DESCRIPTION	% DISCOUNT
3001	Provide Telephone Services for the Department of Corrections Inmates population rates in accordance with D.C. Law 13-280, minus discount percentage	% _____

B.3.5 OPTION YEAR FOUR

CLIN	ITEM DESCRIPTION	% DISCOUNT
4001	Provide Telephone Services for the Department of Corrections Inmates population rates in accordance with D.C. Law 13-280, minus discount percentage	% _____

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

The District of Columbia Department of Corrections (DOC) is seeking a Contractor to provide inmate telephone services 24 hours a day, 365 days a year at the Central Detention Facility (CDF) for approximately 2600 inmates while complying with Public Service Commission rules and regulations and D.C. Law 13-280.

C.1.1 APPLICABLE DOCUMENTS

Document No.	Document Type	Title	Date
1	Industry Standards	District of Columbia Public Service Commission http://www.dcpssc.org/customerchoice/whatis/telecommunications/telecommunications.shtm	
2			

C.1.2 DEFINITIONS

C.1.2.1 Discount Percentage: is the amount less than the maximum rate determine by the Public service Commission of the District of Columbia for Fair Phone Charges for Inmates.

C.2 BACKGROUND

The District of Columbia Department of Corrections (DOC) provides public safety by ensuring the safe, secure, and humane confinement of pretrial male and female misdemeanor detainees, sentenced misdemeanants and felons pending transfer to federal institutions. The DOC is a major component of the District's public safety cluster. The management and operation of the District's correctional system fosters community and business confidence and security. The DOC is guided by principles of a professional and orderly custodial environment that provides for the basic needs and personal care and safety of inmates.

C.3 REQUIREMENTS

The Contractor shall be responsible for providing all labor, materials and equipment necessary to furnish, install, and maintain a coin less, collect call, commissary account debit type telephone system appropriate for inmate use in the District of Columbia Department of Corrections Central Detention Facility. The system proposed shall consist of all necessary equipment and the installation of one hundred and forty (140) 'fixed' type standard inmate telephones. The system shall be a microcomputer based system and be designed to allow future expansion by the use of additional "modules" or "components" without complete system replacement. The Contractor shall be responsible for coordinating the installation and operation of the system with the local Telephone Company(ies) and the Contractor shall be responsible for all types of calls (e.g. local,

intra-lata, inter-lata, intra-state, and inter-state).

C.3.1 System features: a comprehensive description of system features should be included and the system proposal shall contain at minimum the features listed below.

C.3.1.1 System Control - The Contractor's system shall be equipped with an on-site microprocessor-controlled computer with both remote diagnostic capability and a printer for management reporting. The system shall not require a live operator or an on-site manager to function.

C.3.1.2 The Contractor's system shall store all call information and all parameter setups within an Oracle relational database.

C.3.1.3 Toll Free Calling - The Contractor's system shall allow Toll Free calls from inmates to their attorney's and/ or bondsmen provided the attorney or bondsmen is in the local calling area. Toll Free calls shall be limited to local numbers, which can be placed by dialing a 7 -digit number. These numbers shall be able to be assigned globally for all inmates or individually for one inmate. Example: A number to an attorney shall be accessible to all inmates, but at the same time may be restricted for an individual inmate.

C.3.1.4 Call Duration Limiting - The Contractor's system shall allow an adjustable call duration time to be set by the Department of Corrections. During the call, a prerecorded voice message shall give a warning that informs both the inmate and the called party of the time remaining on the call. There shall be three warning messages played during the call and the call shall be automatically terminated after the final warning message, indicating that the call duration has expired, has been played.

C.3.1.5 Call Blocking - The Contractor's system shall provide a method for District of Columbia Department of Corrections personnel to enter restricted (blocked) numbers, which will be checked automatically by the system when a call is attempted. The Contractor's system shall not allow calls to be placed to any blocked number. Numbers shall be able to be blocked globally, by Inmate, by route, by dialed phone number by day of week and time of day. Example: A number to a Judge shall be blocked to all inmates, but at the same time may be allowed for an individual inmate. There shall be no limitations to the amount of blocked numbers that the system can handle.

C.3.1.6 Call Restrictions - The Contractor's system shall provide a method for District of Columbia Department of Corrections personnel to restrict calls, which will be checked automatically by the system when a call is attempted. The Contractor's system shall be able to restrict the number of calls that can be placed by day, by week; or by month; the

Contractor's system shall be able to restrict the calls based on dollar amount allowed by day, by week or by month; additionally, the Contractor's system shall be able to restrict calls based on call cost by day, by week, and by month. All of the above call restrictions shall be able to be placed into effect either globally or for specified inmates.

C.3.1.7 System Disconnect – The Contractor's system shall be capable of electronically shutting off individual phones or all phones from any terminal on the network, provided the user has access rights.

C.3.1.8 Incoming Call Restriction - The Contractor's system shall not allow any incoming calls.

C.3.1.9 Fraud Prevention Features - The Contractor's system shall not allow inmate hook switch, credit card calls, directory assistance calls, 800 calls, 900 calls, etc., or allow the inmate to remain on the line after a computer-placed call is completed in order to receive second dial tone.

C.3.1.10 Reporting - The Contractor's system shall have the ability to record and store basic call data and be able to provide management reports. The data shall be stored for a minimum of three years on a computer located in the Department of Corrections. The data shall be accessible to authorized Facilities Personnel and include at a minimum the following information: inmate placing call, call type (local, intra-lata, inter-lata, etc.), number of calls made, date of call, time of call, originating number, destination of number, phone and area that call originated from, length of call, start time of call, end time of call, and the digit called party pressed to accept or reject call. All call data shall be accessible through Crystal Report Professional reporting product.

C.3.1.11 System Power – The Contractor's all inmate telephones shall be line powered; i.e., require no AC power or backup batteries, and automatically reset/ restart following power failure.

C.3.1.12 Telephones – The Contractor's telephones and handsets shall be heavy-duty type and have a quality and durability consistent with the intended placement and use. Telephones shall have no removable parts or exposed wiring, and handset may only have a steal-braided cord with a maximum length of 12-18"

C.3.1.13 The Contractor are required to identify their capabilities in providing the following requirements and explain each feature in detail:

C.3.1.13.1 Automated direct dial call processing. The Contractor's system shall fully process all inmate placed calls utilizing the computer based call processing unit. At no time shall the system allow the inmate to reach a live operator to gain

assistance.

- C.3.1.13.2** Inmate access by Personal Identification Number (PIN), which can accommodate unlimited PIN's. The PIN numbers shall be automatically generated when a new inmate is booked into the Jail and Community Corrections System (JACCS) and transfer the Pin number to the Inmate telephone system without any user intervention.
- C.3.1.13.3** The Contractor's system shall have a globally allowed database that controls all numbers being called by the inmates. The Contractor's system shall not have any limitation on the number of allowed numbers that the system can handle. The inmate specific allowed numbers and the phone specific allowed numbers shall always override the global blocked numbers. As an example if a phone number is in the global blocked number database but assigned as an allowed number to a specific inmate, that inmate will be permitted to place a call to that number.
- C.3.1.13.4** The Contractor's system shall have a globally blocked database that controls all numbers being called by the inmates. The Contractor's system shall not have any limitation on the number of blocked numbers that the system can handle. The inmate specific blocked numbers and the phone specific blocked numbers shall always override the global allowed numbers. As an example if a phone number is in the global allowed number database but assigned as a blocked number to a specific inmate, that inmate shall not be permitted to place a call to that number.
- C.3.1.13.5** The Contractor's system shall allow calls outside the USA to destinations using standard 1 a-digit calling (A/ C + 7 - digit number) such as Puerto Rico, Virgin Islands, Caribbean, Mexico, etc. In addition, the Contractor's system shall allow calls to areas in the world that do not support ten-digit calling, allowing the inmate to dial Country Code, city code, and number. To place international or overseas calls the Contractor's system shall process these calls using a direct debit system, which automatically deducts the charges for these calls directly from the Inmates account, Real Time without any user intervention. The Contractor's system shall not utilize credit cards, calling cards, or require any additional PIN numbers all calls made outside the USA shall be made

using the Microprocessor base Inmate telephone system provided by the Primary Contractor, not requiring the use of any subcontractors or any third party equipment.

- C.3.1.13.6** The Contractor's system shall have the ability to assign unlimited allowed or blocked numbers per PIN. These allowed/blocked numbers shall override the Global allowed/blocked call table and be unlimited in amount. Example: A number to a Judge shall be blocked to all inmates, but at the same time may be allowed for an individual inmate.
- C.3.1.13.7** PIN shall provide class of service capability such as local calls only, long distance calls only, local and long distance, International calls, Out of country calls, Debit calls, and an unlimited table of numbers that can be designated as allowed/blocked, or any combination thereof. Example: An inmate with a specific PIN number may only be able to complete only collect local calls while being able to complete any other call via the debit system.
- C.3.1.13.8** If the system fails, or power is interrupted, all inmate telephones shall automatically be disconnected. While the system is non-functional, inmates shall not be able to gain access to outside trunk lines and these trunk lines shall be automatically disabled by the system without any user intervention. Once power has been restored, or the system has been repaired, the system shall automatically re-boot, re-initializing all inmate phones and re-connecting all trunk lines automatically without any user intervention.
- C.3.1.13.9** The Contractor shall be capable of remotely diagnosing system problems and the potential shall exist for the remote correction of system problems or failure. In addition, the system shall be capable of automatically alerting service personnel if there is a system abnormality.
- C.3.1.13.10** Programmable conversation length (i.e., 15-minutes, 30-minutes ETC.) which is programmable either system wide, for a specific phone, for specific routes, by specific inmates, or for a specific number. This programmable length shall be able to be assigned globally for all inmates, individually for a specific phone, or for a particular inmate.
- C.3.1.13.11** Ability to limit the number of calls placed by an inmate

based on number of calls per day, number of calls per week, number of calls per month, cost of completed calls per day, cost of completed calls per week, cost of completed calls per month, or any combination thereof. As an example all inmates may be able to place unlimited calls with the exception of John Doe. John Doe may have the number of calls he can place limited to three a week or even one a day. This shall be configurable by the Department of Corrections.

- C.3.1.13.12** Programmable On/Off times for all telephones. The Contractor's system shall have the ability to allow each phone (to be activated/ deactivated individually by time of day and day of week. The number of times the phone(s) can be activated/ deactivate shall be unlimited. Example: The District of Columbia Department of Corrections wants all phones to turn on at 0700 and turn off at 2300; however, the District of Columbia Department of Corrections wants the phone in NW -1 to be accessible only during the hours of 1500 to 1700, Monday through Friday, while the phone in SE-3 is to be accessible Saturdays from 0700 to 0900 and Sundays from 0900 to 1100 and 1500-1700.
- C.3.1.13.13** Capability to provide a system that allows local, intra-lata, inter-lata, interstate, international, and overseas calls to be debited directly from an inmate's commissary account in JACCS. The Contractor shall provide a seamless interface between the phone system and JACCS so that the charges for the phone call are deducted directly from the inmate's commissary account in real-time without any intervention from the user, vendor, or external programs.
- C.3.1.13.14** The Contractor's system shall be capable of real-time and delayed call record reporting by time of day, date of call; call duration shall frequently called number, PIN number, dialed number, phone, area code, telephone exchange cost of call, or any combination thereof. The Contractor's system shall also be capable of allowing the District of Columbia Department of Corrections to form its own reports based upon the data that the phone system collects.
- C.3.1.13.15** The Contractor's system shall not allow incoming calls, and system shall not allow inmates to call other phones on the system.

- C.3.1.13.16** The Contractor's system shall have the option to allow calls only to numbers that have been pre-authorized and shall prohibit new inmates from making calls until those numbers have been assigned.
- C.3.1.13.17** The Contractor's system shall be capable of automatically assigning a facility-specified number of allowed phone numbers to each inmate. In addition, the facility shall have the option to change the reset interval for automatic allowed numbers. For example, if the facility sets the number of phone numbers to five, the first five unique completed phone numbers called by the inmate shall become that inmate's allowed numbers. If a reset interval was set to 30 days, then all numbers shall automatically be removed from the inmates allowed list after 30 days. After the numbers have been removed, the next five unique completed phone numbers called by the inmate shall become that inmate's allowed numbers until the next reset date.
- C.3.1.13.18** The Contractor's system shall have the capability to restrict phone calls based on area code, exchange, destination number, or a range of numbers. Example: The Contractor's system shall be able to restrict calls from being made to any number that has the area code of 904, has an exchange of 234, and is within a range of numbers such as 3300-3488 or any combination thereof.
- C.3.1.13.19** The Contractor's system shall have the ability to prohibit phone calls to 800 numbers, 900 numbers, 888 numbers, 964 numbers, 911 numbers, payphones, cell phones, live operators, etc.
- C.3.1.13.20** The Contractor's system shall not allow any communication between the inmate and the called party before the called party positively accepts the call.
- C.3.1.13.21** Each inmate telephone shall have the ability to dynamically select the first available trunk line using logical microcomputer controlled concentration. Inmate telephones shall not be tied to specific trunk lines, and inmate telephones shall not be forced to share a trunk line. As an example if an inmate makes a call from a telephone located in NW -1 that phone will select the first available trunk line.

C.3.1.13.22 The Contractor shall provide a dedicated phone line to provide on-line system diagnostics and troubleshooting.

C.3.1.13.23 The Contractor's system shall have the capability of running on a Windows NT /2000 network and have the ability to be monitored from any computer on the network by any authorized user. Furthermore, all configuration parameters of the phone system shall be able to be modified from any computer on the network, provided the current user has security clearance and password rights.

C.3.1.13.24 The Contractor shall have the capability to place commissary orders via inmate telephone. When the inmate is ordering the commissary, the inmate telephone system shall interface with the current commissary and inventory system. As the inmate orders an item, the Contractor's system shall do the following:

- a. Allow an inmate to change his/her order at any time during the facility-defined ordering period.
- b. Verify that the inmate is allowed to have that item and that no restriction on the item that has been placed by the current JACCS system.
- c. Inventory within JACCS shall be verified and updated in real-time as items are added or removed from an inmate's order.
- d. The inmate's account balance shall be verified and updated in real-time as items are added or removed from his or her order.
- e. Allow the facility to choose between spoken item numbers or the actual name of the product to identify a commissary item to the inmate.
- f. Allow the inmate to review his or her order details, including the items and quantities order followed by a total for the order and his or her remaining inmate account balance.

C.3.1.13.25 The Contractor shall have the capability provide digital call recording, reviewable for up to 18 months by the DOC and meet the following requirements:

- a. Record all inmate placed calls.
- b. Record all calls placed by specific inmates.
- c. Record all calls placed to specific numbers.
- d. Allow an authorized user on the system to start recording on user-selected calls in process.
- e. Maintain a catalog of all calls that have been recorded. This catalog shall contain the inmate call data and be searchable.
- f. All recorded calls shall either reside online or be accessible from archived storage media.
- g. Recorded calls shall be able to be exported to portable media (i.e. CD-R, CD-RW, DVD-R, DVD-RW) in the following formats: Windows@ WAV, PCM, and MP3.
- h. All call recording shall be part of the microcomputer system and not require external recording devices.
1. Authorized users, at configured multimedia computers on the LAN, shall have the ability to listen to recorded calls using the computer's sound system.

C.3.1.13.26 The Contractor shall provide a software management suite that allows for the following:

- a. A call reporting application that can generate dynamic reports for all completed and attempted calls on the system. The user shall be able to filter this report on at least a minimum of the following fields: date of call, time of call, phone number dialed, telephone ID, inmate name, call charges, and minutes. In addition, the software should provide the ability to sort on one or more of these fields simultaneously.
- b. A phone number reporting application that displays billing status, globally blocked status, inmate blocked status, and inmate allowed status. In addition, the application should allow the user to research completed and attempted calls to the phone number. The user shall be able to filter this report on at least a minimum of the following fields: date of call, time of call, phone number dialed, telephone ID, inmate name, call

charges, and minutes. In addition, the software should provide the ability to sort on one or more of these fields simultaneously.

- c. An inmate maintenance application that allows the facility to enter allowed phone numbers, blocked phone numbers, calling restrictions, and time restrictions. The application should allow the user to research completed and attempted calls for the inmate. The user shall be able to filter on all of the following fields: date/time of call, phone number, call charges, and minutes. In addition, the software shall provide the ability to sort on one or more of these fields simultaneously.
- d. A global number maintenance application that allows the facility to enter numbers which are allowed or blocked for all inmates.
- e. The ability to produce pre-defined management and research reports.
- f. To have interface with “word spotting” software made available by Value Added Communications (VAC)

C.3.1.13.27 Inmate telephone system shall have the capability to handle following ten (10) different languages at one time. English Spanish Vietnamese Russian Portuguese Korean Japanese French Arabic Amharic

C.3.1.13.28 Authorized users shall be capable of listening to calls from any configured multimedia computer.

C.3.1.13.29 Inmate telephone system shall have the capability of identifying the cost of the call to the inmate and the called party prior to the call being placed or accepted. This notification shall be in the form of a rate quote that either party can receive via a selected key press.

C.3.1.13.30 Called party shall have the ability to positively refuse or accept the call by pressing the specified number on their phone. The Contractor’s system shall also have the capability of allowing the called party to either press a number which will instruct the system to not allow any more calls from that inmate or press a different number to block all further calls from the entire District of Columbia Department of Corrections.

- C.3.1.13.31** When an inmate is booked into JACCS, a Telephone ID number shall automatically be added to the telephone system. This number shall be able to be facility-defined, and the creation of this number shall not require any intervention by system users.
- C.3.1.13.32** The inmate phone program shall have the ability to allow multiple users concurrent access to the system. . These users shall have the ability to have their own individual passwords. These passwords shall have the ability to allow the user to view only, add, modify, or delete information on a screen-by-screen basis. Every time a system user logs into the system, his or her activity shall be tracked by a password audit trail.
- C.3.1.13.33** The Contractor's system shall have the ability to record the inmate's name automatically during his or her first call. If the name is recorded automatically, the inmate will never be asked for his or her name again. If the name is recorded incorrectly or needs to be changed, then an officer with proper security clearance shall either have the inmate restate his or her name from a secure phone or clear the name for re-recording upon the next placed call.
- C.3.1.13.34** The Contractor's system shall have the ability to view the status of all phones from any computer on the network that has proper security clearance. The View Screen shall provide, at a minimum, information such as Status of Phone, number of minutes and seconds the phone call has been in progress, any numbers that are alarmed, and any numbers that are being recorded number dialed shall be approved by the District of Columbia Department of Corrections prior to beginning work.
- C.3.1.13.35** The Contractor's system shall have the ability to interface with the Jail Management System to allow scheduling of sick call from the inmate telephones located in each housing unit.
- C.3.2. Training** - Following system installation and at a time to be selected by the District of Columbia Department of Corrections, the successful Contractor shall provide on-site training of a type and duration necessary for selected District of Columbia Department of Corrections personnel to become experienced in the operation of the inmate telephone system. The Contractor at no cost to the Department of Corrections shall supply all training.

- C.3.3. System Maintenance** - The successful Contractor shall be responsible for all costs associated with system operation maintenance, including replacement of faulty or damaged equipment. Out-of-order equipment shall be repaired or replaced within twenty-four (24) hours of notification.
- C.3.4. System Software** - The Contractor shall provide system software and updates on a periodic basis. The Contractor shall stipulate whether the software for the system is an additional charge on installment and future updates.
- C.3.5. System User (Inmate) Fees and Charges** - The inmate fees and charges shall be identified as either an inter exchange carrier (IXC) or as a reseller for both local and long distance rates applicable to the existing, telephone service at the Department of Corrections. Inmates shall not be charged a surcharge, commission, or other financial imposition that is in excess of the maximum established rates for local or long-distance telephone service determined by the Public Service Commission of the District of Columbia, pursuant to D.C. Law 13-280, "Fair Phone Charges For Prisoners Act of 2000". All fees, charges and or rates proposed shall be given in detail in the proposal.
- C.3.6. Additions Deletions of Telephone** - After initial installation the successful Contractor shall be required to increase or decrease the number of telephones in the system at no cost to the Department of Corrections

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Inmate Telephone Services

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

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Inmate Telephone Services

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of Supplies [if applicable], and clause number six *(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) 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) year.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (CO)

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

John Soderberg
Contracting Officer – Department of Corrections
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700
Phone: (202) 724-2286
Fax: (202) 727-0245
john.soderberg@dc.gov

G.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.2.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.2.2 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.2.3 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 made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.3.1 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:

Keith Godwin
Chief Network Officer
DC Department of Corrections
1923 Vermont Avenue, N.W.
Washington DC 20001
Phone: (202) 671-2074
Fax: (202) 671-0169
Keith.Godwin@dc.gov

G.3.2 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.3.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 2 dated November 7, 2006 (Attachment J.1), issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.

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If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

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

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

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

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

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H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

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

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The

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

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

H.6 PROTECTION OF PROPERTY:

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.9 DISTRICT RESPONSIBILITIES

The District will provide minimum office space and utilities required to carry out Contractor's responsibility in accordance with this contract.

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 November 2004 (“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.

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- 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

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right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under the contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage's prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so

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stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured
- (b) Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit
- (c) Worker's Compensation Insurance, according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit per disease.
- (d) Employer's Liability, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure

I.8.2 Transportation and Specialty Equipment:

I.8.2.1 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

I.8.2.2 Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.

I.8.2.3 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.2.4 Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.8.2.5 If District property is being transported, Motor Cargo Insurance with limits sufficient to cover the replacement cost.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. 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 Standard Contract Provisions (Attachment J.2).

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

Attachment	Title
J.1	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 2 dated November 7, 2006
J.2	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated November 2004
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement
J.5	Office of Tax and Revenue -Tax Certification Affidavit
J.6	Local, Small & Disadvantaged Business Enterprises Certification Application
J.7	Cost/Price Data Requirements, Cost/Price Data and Disclosure Certification
J.8	Past Performance Evaluation Form and Previous Experience Questionnaire
J.9	Retention and Disposal of Department Records, 2000.2
J.10	Sexual Harassment Against Employees, 3310.4G
J.11	The Employee and Inmate Relationship, 3350.1
J.12	Sexual Misconduct Against Inmates, 3350.2D
J.13	Employee Attire, 3360.2C
J.14	Employee ID Cards, 3370.1A
J.15	Staff Development and Employee Training, 3700.2C
J.16	Security Inspections, 5010.1
J.17	Contraband Control, 5010.3B
J.18	Entrance/Exit Procedures, 5020.1A
J.19	Tool Control, 5022.1B
J.20	Key Control, 5320.1A

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

(b) If the offeror is a foreign entity, it operates as:

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, 'Equal Employment Opportunity Requirements in Contracts', promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCFL-2007-R-7006, Inmate Telephone System.

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

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

L.3.1 Proposal Submission

Proposals shall be submitted no later than 2:00 PM local time on February 16, 2007. 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:

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 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., Room No. 700 South, Washington, DC 20001, (202) 727-0252, 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, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

John Soderberg
Contracting Officer – Group VII
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700
Phone: (202) 724-4233
Fax: (202) 727-0245
john.soderberg@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 shall receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make

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

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

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

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

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

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

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

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

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

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00a.m., January 31, 2007 at 441 4th Street, NW, Room No. 700south, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.21 PROPOSAL ORGANIZATION AND CONTENT

The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing substantive information on the Offeror's specific approach to meeting these requirements or substantiation of the Offeror's knowledge and abilities to perform these requirements will be unacceptable.

The Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.

Each part of the Offeror's proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall NOT provide information or reference any information contained in Part 2, Price Proposal. Offerors must ensure that all relevant information that would allow the District to evaluate its proposal based on the evaluation criteria set forth in Section M are included within the specified page limits.

L.21.1 TECHNICAL PROPOSAL

The Technical Proposal (Part 1) shall describe in as much detail as necessary. The specific approach proposed shall provide the services described in this RFP, focusing on three areas: 1) management strategy to providing service, 2) capacity to provide service, and 3) the Offeror's past performance in providing similar services. The Offeror's Technical Proposal shall provide the following information:

L.21.1.1 Tab 1 - Technical Approach

The information contained in this section shall facilitate the evaluation of the Offeror's knowledge and ability to effectively provide inmate telephone services in a correctional setting.

Proposals must include, but need not be limited to, the following:

- (1) Description of the Offeror's approach to providing and managing the services specified in Section C.
- (2) Proposed Start-Up/Transition Plan, including timeline.
- (3) Identification of proposed subcontractors, including description of the proportion of work to be performed by each subcontractor.
- (4) Explanation of how prime contractor plans to monitor and evaluate the performance of subcontractor and prime contractor personnel.
- (5) Description of firm's approach to Quality Assurance.
- (6) Description of firm's approach to Quality Improvement.
- (7) Description of firm's approach/strategies regarding Utilization Management.
- (8) Description of any proposed information technology systems to be utilized in performance of services, including hardware, software, and associated network, data migration and training requirements.

L.21.1.2 Tab 2 - Technical Capacity

The information contained in this section shall facilitate the evaluation of the Offeror's technical capacity including the staff, organization, and resources to perform the required services. Proposals must include, but need not be limited to, the following:

- (1) Description of corporate management team.
- (2) Proposed organization plan, including description of organization, functional responsibilities, interaction with staff and subcontractors and reporting requirements.
- (3) Proposed inmate telephone system must be fully integrated with the COTS based Offender Management Information System utilized by DOC. In addition, proposed system must be integrated with General Electric's Electronic Medical Record (EMR), Centricity, to allow sick call request to be made utilizing the inmate phones located in the housing units.

- (4) In addition to sick call scheduling, proposed system must be able to handle commissary, support inmate account inquiries, and have a wide assortment of intelligence gathering capabilities, and provide for researchable inmate call records. The inmate telephone system must also include “word spotting” software from Value Added Communications (VAC).

L.21.1.3 Tab 3 - Previous Experience/Past Performance of Offeror

The information requested in this section shall facilitate evaluation of the Offeror’s previous, successful experience in providing correctional telephone services.

Proposals must include, but need not be limited to, the following:

- (1) Detailed description of Offeror’s (and any proposed subcontractor’s) experience in providing similar services as described in Section C. In the case of a newly formed business entity or in teaming arrangements where the companying is relying mostly on the past performance and experience of its key personnel, partners on the team, or on a major subcontract (s), the proposal must clearly explain “whose” past performance, and “how” that past performance is relevant to the procurement.
- (2) Three (3) clients references for which the Contractor has provided services similar to those described in Section C within the past five (5) years and three (3) client references for which each subcontractor, as applicable, has provided services similar to those described in Section C within the past five (5) years. The three references shall consist of 2 active contracts and 1 terminated contract. References shall include contract name and title, contract’s project responsibility, client name, address, telephone number, email address and hours available. The District will contact the client reference provided and request completion of a Past Performance Evaluation using a form similar to the one provided in Attachment J.8.
- (3) Settled and pending litigation against the company.

L.21.1.4 Tab 4 – Completed Attachments, Certifications and Acknowledgements

Offerors must complete and submit, with their proposals, the required attachments J.3, J.4, J.5, J.6 (if applicable), certifications stated in Section K – Certifications of this solicitation and acknowledgements of receipt of any amendments to the solicitation.

L.21.2 PRICE PROPOSAL

The Pricing Proposal (Part 2) shall contain at a minimum the completed schedules found in Section B.2 of the solicitation, and Cost/Price Data and Certification

(Attachment J.7). The Offeror must provide cost/price data for each year of the contract (base and option years). The Offeror must provide an annualized rate per practitioner position as stated in Section C.3.17.2.3. The price proposal may also contain additional narrative or tables to explain the Offeror's assumptions regarding Inmate population and staffing requirements used in developing its price.

SECTION M - EVALUATION FACTORS**M.1 EVALUATION FOR AWARD**

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

Each Offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The District reserves the right to use past performance information obtained not only from sources identified by the Offeror, but from other customers known to the District, consumer protection organizations, and others who may have useful and relevant information.

M.2 EVALUATION OF OPTION PRICES

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

The technical rating scale is as follows:

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

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For example, if an evaluation factor has a point value of 0 to 25 points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 25 or 20. Again, assuming an evaluation factor has a point value of 20, the District evaluates the Offeror's proposal as "Poor," the score for that evaluation factor is 2/5 of 25 or 10. Sub-factor scores will be added to determine the score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor.

M.4 EVALUATION FACTORS

Each of the following evaluation factors and sub-factors, listed below in descending order of importance, will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors.

M.4.1 TECHNICAL FACTORS (80 points maximum)

M.4.1.1 Technical Approach (30 points maximum)

M.4.1.1.1 The Offeror has presented a technical approach to meet the requirements and performance standards for providing inmate telephone services to DOC, including a start-up/transition plan, subcontracting plan, information technology systems and reporting capabilities.

M.4.1.1.2 The Offeror has presented a demonstrated approach to quality assurance and quality improvement.

M.4.1.1.3 The Offeror has presented a comprehensive approach to comply with the requirements for utilization management.

M.4.1.2 Technical Capacity (30 points maximum)

M.4.1.2.1 The Offeror has proposed key personnel that possess the necessary qualification for and experience in successfully providing inmate telephone services. Check of references provided for key personnel show that the proposed staff member has provided satisfactory service to other clients.

M.4.1.2.2 The Offeror has proposed an overall organization plan, management structure, and staffing plan to successfully complete the requirements of the solicitation.

M.4.1.2.3 The Offeror has presented an approach to obtaining accreditation, and credentialing and training staff.

M.4.1.3 Previous Experience and Past Performance of Offeror (20 points maximum)

M.4.1.3.1 The Offeror has demonstrated its ability to perform the requirements by its and its subcontractor's relevant, successful past performance on similar contracts identified in Tab 2 of its proposal. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, overall satisfaction of the Offeror's past performance, and the Offeror's previous experience. The Offeror is not party to any settled or pending litigation that would negatively affect the Offeror's ability to provide services under this contract.

M.4.2 PRICE FACTOR (20 points maximum)

The Offeror's total price for the base and option years will be converted to a price score as listed below. For purposes of evaluation of price, the District will use the proposed price for CLINs 0001 to determine the total price. Price is less important than the combined weight of the technical factors listed above.

Lowest Price Proposal for base period + option years

Price of Proposal Being Evaluated for base period + option years X 20 = _____ Score

M. 5 EVALUATION CRITERIA

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

M.5.1 TECHNICAL CRITERIA (80 Points)

M.5.1.1 Sub-technical factors:

- M.5.1.1.1** Technical Expertise (30 Points)
- M.5.1.1.2** Technical Approach (30 Points)
- M.5.1.1.3** Past performance/Experience (20 Points)

M.5.2 PRICE CRITERIA (20 Points)

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

$$\frac{\text{Lowest price proposal} \times 20}{\text{price of proposal being evaluated}} = \text{valuated price score}$$

M.5.3 PREFERENCE (12 Points)

M.5.3.1	Local Business Enterprise	(2 Points)
M.5.3.2	Small Business Enterprise	(2 Points)
M.5.3.3	Resident Business Ownership	(3 Points)
M.5.3.4	Disadvantaged Business Enterprise	(3 Points)
M.5.3.5	Enterprise Zone	(2 Points)
M.5.3.6	Longtime Resident Business	(10 Points)

M.5.5 TOTAL (112 Points)

M.6 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.7 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

M.7.1 General Preferences

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

M.7.1.1 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.7.1.2 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.7.1.3 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.7.1.4** 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.7.1.5** 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.7.1.6** 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.7.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.7.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three 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.7.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.7.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.7.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.7.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.7.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.7.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 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.7.4 Preferences for Certified Joint Ventures

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

M.7.5 Vendor Submission for Preferences

M.7.5.1 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.7.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.7.5.1.2 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.7.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.7.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.8 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.8.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.8.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.