

SOLICITATION, OFFER, AND AWARD		1. Caption Correctional Surveillance Center			Page of Pages 1 / 53	
2. Contract Number	3. Solicitation Number DCFL-2007-R-7010	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Group VII 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement Group VII 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001 Attn: Lucy Jackson		

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **441 4th Street, NW, Suite 703 South, Bid Counter, Washington, DC 20001** until **2:00 PM** local time **20-Aug-07**
(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 Patricia Lovelady	B. Telephone (Area Code) 202 (Number) 727- 0811 (Ext)			C. E-mail Address patricia.lovelady@dc.gov
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OFFER

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract
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15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
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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) Lucy T. Jackson	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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Government of the District of Columbia



Office of Contracting & Procurement

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District of Columbia Department of Corrections (DOC) is seeking a contractor to design, install, and operate a twenty-four hour, seven days a week state-of-the-art Correctional Surveillance Center (CSC). Existing and planned surveillance technologies will be proactively leveraged in an integrated manner so criminal justice intelligence can be extracted and shared with appropriate law enforcement agencies to prevent the planning and execution of criminal activity both within the facility and the community at large.

B.2 This is a Labor – Hour type contract with Reimbursement Components.

B.3 PRICE AND COST REIMBURSEMENT SCHEDULE

B.3.1 Base Years (3 Years) Pricing for Labor

<u>CLIN</u>	<u>Description</u>	<u>Labor Hours(s)</u>	<u>Labor Rate Per Hour(s)</u>	<u>Labor Category</u>	<u>Grand Total</u>
0001	Evaluation of existing security policies, procures, practices, and technologies. Development of conceptual model, project plan, cost estimates, and technical specifications for equipment and technologies to be used in the Correction Surveillance Center set forth in Sections C.5.1 through C .5.4.				\$ _____
0002	Fee for detailed engineering design, development and installation of Correctional Surveillance Centers set forth in Sections C .5.5 through C..5.7.				\$ _____
0003	Fee for staffing Correctional Surveillance Center set forth in Section C .5.8.				\$ _____
Total For B.3.1					\$ _____

B.3.2 COST SCHEDULE – COST REIMBURSEMENT

Base Years (3 Years) Reimbursement Components

<u>Cost Line Item No. (CLIN)</u>	<u>Item Description (Provide summary description of Supplies/Services)</u>	<u>Not to Exceed Cost</u>
Other Operating Cost as set forth in Sections C .5.8. and C .5.9.	Supplies, Materials, Utilities, Equipment, Leases etc.,	\$ _____
Total for B3.2		\$ _____

TOTAL FOR BASE YEARS \$ _____

**B.3.3 Option Year One (PRICE AND COST REIMBURSEMENT SCHEDULE)
Pricing for Labor**

<u>CLIN</u>	<u>Description</u>	<u>Labor Hour(s)</u>	<u>Labor Rate Per Hour</u>	<u>Labor Category</u>	<u>Grand Total</u>
0001	Billing price for staffing Correctional Surveillance Center set forth in Section C 3.5.8.				\$ _____
Total For B.3.3					\$ _____

**B.3.4 Option Year One COST REIMBURSEMENT
Reimbursement Components**

<u>Cost Line Item No. (CLIN)</u>	<u>Item Description (Provide summary description of Supplies/Services)</u>	<u>Not to Exceed Cost</u>
Other Operating Cost as set forth in Sections C .5.8 and C .5.9.	Supplies, Materials, Utilities, Equipment, Leases etc.,	\$ _____
Total for B.3.4		\$ _____

TOTAL FOR OPTION YEAR TWO \$ _____

**B.3.5 Option Year Two (PRICE AND COST REIMBURSEMENT SCHEDULE)
Pricing for Labor**

<u>CLIN</u>	<u>Description</u>	<u>Labor Hour(s)</u>	<u>Labor Rate Per Hour</u>	<u>Labor Category</u>	<u>Grand Total</u>
0001	Billing price for staffing Correctional Surveillance Center set forth in Section C .5.8.				\$ _____
Total For B.3.5					\$ _____

**B.3.6 Option Year Two COST REIMBURSEMENT
Reimbursement Components**

<u>Cost Line Item No. (CLIN)</u>	<u>Item Description (Provide summary description of Supplies/Services)</u>	<u>Not to Exceed Cost</u>
Other Operating Cost as set forth in Sections C .5.8. and C .5.9.	Supplies, Materials, Utilities, Equipment, Leases etc.,	\$ _____
Total for B.3.6		\$ _____

TOTAL FOR OPTION YEAR THREE \$ _____

B.3.7 GRAND TOTAL

	Item Description	Total Fixed Price and Estimated Costs
Base Years	Total of B.3.1 + B.3.2	\$ _____
Option Year 1	Total of B.3.3 + B.3.4	\$ _____
Option Year 2	Total of B.3.5 + B.3.6	\$ _____
Grand Total		\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

- C.1.1** The District is seeking a contractor to design, install, and operate a twenty four hour per day, seven days per week state of the art CSC. The CSC will occupy roughly 7,000 sq. ft. of office space at a location to be determined by DOC; and will provide complete facility surveillance for the correctional complex of the Central Detention Facility (CDF). The CDF covers more than 500,000 square feet, has 2498 beds and houses up to 2150 inmates daily. The staff includes 760 correctional officers, 200 inmate health services staff, and over 100 other direct contact staff, support staff, contractors, volunteers, and visitors. Each year, over 19,000 intakes, 19,000 releases, 38,000 inmate court transports and over 100,000 inmate movements happen at the CDF.
- C.1.2** The District's intent is to establish the CSC on approximately 7,000 sq. ft. of District government property, site to be finalized. The CSC should be rigorously designed based on space requirements determined through detailed specification. The District requires this design to integrate surveillance central command for existing as well as planned surveillance technology. In the event that suitable space cannot be found in District owned facilities, the District requires that the contractor secure the necessary leased space to install and support the CSC operations.
- C.1.3** The District currently has an extensive camera surveillance system operational at the CDF. A total of 172 internal cameras and 11 external cameras continuously monitor 18 housing units, outside recreational yards and surrounding perimeter areas; these cameras are movement activated. Current security infrastructure includes a facial recognition system, a state of the art inmate telephone system that continually generates intelligence information, BOSS chairs, metal detectors and automated fingerprint recognition systems. The District also plans to implement Radio Frequency based inmate and personnel tracking, inmate mail scanning, and cell phone detection systems to enhance further security conditions at the jail. The District requires this design to integrate and leverage intelligence from these technologies to pro-actively generate information and analysis of value to law enforcement and criminal justice agencies.
- C.1.4** The District envisions the CSC surveillance technologies to be proactively leveraged and integrated with the current as well as planned technology in a state of the art manner so Criminal Justice intelligence can be extracted and shared with appropriate intelligence and law enforcement agencies to prevent the planning and execution of criminal activity both within the facility as well as within the community at large. The District requires the Correctional Surveillance Center to be adequately staffed with appropriately qualified personnel with the certifications and security clearances required to analyze and share this information with state and federal law enforcement and criminal justice agencies.

C.1.5 The center must maximize available space and house all current and future technology monitoring devices. Certified civilian staff with adequate training, experience, and security clearances will establish policy and procedure and deliver routine as well as incident based analysis and recommendations using all available technologies. The District requires that the successful offeror abide by all applicable (i) District, State and Federal rules relating to design, environment and zoning regulations and (ii) American Correctional Association accreditation standards.

C.2 APPLICABLE DOCUMENTS

Table 1

Item No.	Document Type	Title	Date
1.	Regulations	DC Zoning Regulations http://dcoz.dc.gov/info/reg.shtm	Updated 2001 ed.
2.	Standards	ACA Standards 4th ed.	2005

C.3 DEFINITIONS

- C.3.1 Build-Out and/or Installation:** The tasks associated with executing the detailed engineering design so that the interior workspace and equipment meet the expectations of functionality specified. The end product should be a CSC ready for staff to occupy and operate.
- C.3.2 Cell Phone Detection:** Technology that enables the detection of cell phones so that unauthorized cell phones and sim cards can be treated as contraband and confiscated before they are used for communications pertaining to the planning and execution of criminal activity, either within the facility or in the community.
- C.3.3 Closed Captioned Television (CCTV):** A network of cameras, servers, and monitors that record video footage based upon specified triggers (such as motion) and display live data to monitors.
- C.3.4 Detailed Engineering Design:** Technical specifications of all computers, servers, entry systems, communication devices etc. Specification of location of equipment, furniture, cables, wiring, amenities, non-permanent space partitions (floating walls, cubicles) given the physical constraints of existing office space.
- C.3.5 Facial Recognition:** A technology that allows identification of individuals based upon comparison of facial characteristics with previously existing photographs of the individuals. Used by corrections and law enforcement to alert security to persons using aliases, and potentially criminal actions.
- C.3.6 Functional Design:** Industrial Engineering Design of functionalities, critical adjacencies, and workflow and translation to physical space requirements.

C.3.7 Surveillance Technologies: Technologies that allow the detection and tracking of personal movements in and around the detention facility environment to prevent and prosecute criminal activity.

C.4 BACKGROUND

C.4.1 The CSC is a new concept that houses all surveillance monitoring and analysis in an offsite center to provide integrated monitoring of personnel and inmate movements; proactive data mining and analysis to detect and prevent violence, unauthorized behavior, and criminal activity within the facility and the community; and routine law enforcement briefings and reports for criminal justice agencies. In the past, various technologies have been deployed and utilized on an ad-hoc as needed basis; and they have been applied for post-incident analysis or for cause. The new effort is to leverage existing and planned surveillance data in an integrated manner to proactively and routinely generate information products of use to the criminal justice community. The high movement environment of the detention facility is ideal for criminal to criminal contacts, information sharing, and planning and execution of criminal activity. Management reports for various internal customers, routine analysis products for internal and external customers, and briefings for external consumers of criminal intelligence will be generated by the unit.

C.4.2 DOC envisions that the primary contract will be awarded to a firm with substantive experience in security technologies integration and intelligence operations/analysis. The design build firms will be expected to have experience in designing, building, and equipping command and control centers.

C.5 REQUIREMENTS

C.5.1 The Contractor shall provide the services necessary to establish, design, and operate a CSC for the District. Specifically, the following tasks shall be performed to give the Contractor a full understanding of the scope of this project as well as the needs of the District as the project is being developed and design phase of this project.

C.5.1.1 The Contractor shall identify, review, and document the existing surveillance center in operation, as well as define the purpose and document management vision for the CSC.

C.5.1.2 The Contractor shall identify operational as well as design features which are considered best practices.

C.5.1.3 The Contractor shall work collaboratively with the DOC team to identify existing physical plant and operational limitations.

C.5.1.4 The Contractor shall refine analysis of best practices in design, layout, staffing, and operation of the surveillance center to be integral to the CSC and to achieve management's vision.

- C.5.2** The Contractor shall conduct a comprehensive review of the District's correctional security policies, procedures, and practice and include existing securities technologies and the level to which they are integrated into daily operations, as well as proposed securities technologies. The information that is gathered shall be the basis for any recommended changes as well as part of various reports that are required.
- C.5.2.1** The Contractor shall document the as-is and to-be states, in regards to security policies, procedures, and practices.
- C.5.2.2** The Contractor shall design an integrated electronic security system and specified to eliminate all vulnerabilities that cannot be resolved through physical security or operations.
- C.5.2.3** The Contractor shall assess any potential breach points or threats associated with the jail complex; and specify an integrated electronic security system to interdict any potential incidents of breach. The design must provide capability to document such incidents, effectively and reliably.
- C.5.2.4** The Contractor shall develop prioritized, mid-range (5 to 10 years) systematic improvement plans with preliminary cost estimates and project timelines.
- C.5.2.5** The Contractor shall develop and provide documentation of policies, procedures, position descriptions/post-orders which support the to-be state, in regards to security policies, procedures, and practices.
- C.5.2.6** The Contractor shall recommend a feasible implementation schedule for implementation.
- C.5.2.7** The Contractor shall define and document the scope, purpose, and staff requirements for the CSC in relationship to the overall security plan and protocols for the District.
- C.5.3** The Contractor shall use the information collected in the comprehensive reviews as well as information and data collected from the functional groups to identify specific functionalities, critical adjacencies, workflow, staffing, and space requirements for the CSC. When developing the physical layout the Contractor shall incorporate the following requirements.
- C.5.3.1** The Contractor shall meet with each functional group to understand business processes and requirements as well as document the requirements.
- C.5.3.2** The Contract shall determine functional space requirements for each of the surveillance functions as well as document functional layout within overall design.

- C.5.3.3** The Contractor shall provide a layout that enables multiple surveillance processes and analyses.
- C.5.3.4** The Contractor shall establish ideal workflow and staffing to ensure adequate 24/7 surveillance of all systems by meeting with critical operations and support personnel of the District.
- C.5.3.5** The Contractor shall propose cost effective and optimal staffing plan that will incorporate highly trained civilian analysis, as well as document overall work flow and layout design that includes all functions.
- C.5.3.6** The Contractor shall minimize maintenance costs through their design and materials used to be suited as a secure limited access area.
- C.5.3.7** The Contractor shall use organization, space, and materials to accomplish an ergonomic work environment conducive to the CSC mission.
- C.5.4** The Contractor shall prepare a report showing the development of initial space requirements. In the development of this report the Contractor shall show the following:
 - C.5.4.1** The Contractor shall estimate ideal space requirements based upon the functional design.
 - C.5.4.2** The Contractor shall develop feasibility/trade-off analysis for various deviations from the ideal concept based upon discussions with the District.
 - C.5.4.3** The Contractor shall develop cost estimates for renovation, as well as build options.
- C.5.5** The Contractor shall develop a report on the detailed design, project plan and schedule, and cost estimates which include physical space, technical specification of equipment and technologies to be housed. As part of the development of this report the Contractor shall prepare and make as part of the report the following information:
 - C.5.5.1** The Contractor shall define existing and proposed technologies and develop a plan for their integration.
 - C.5.5.2** The Contractor shall develop a detailed security system design, including policy and procedures, and security upgrades that integrate electronic and operational best practices.
 - C.5.5.3** The Contractor shall specify all architecture, physical and communications infrastructure, equipment, and provide technical specifications for all technology related equipment and infrastructure required to provide surveillance support 24/7.

- C.5.5.4** The Contractor shall provide technical specifications based upon proposed comprehensive security system design. Security upgrades should integrate electronic and operational best practices, and incorporate existing and highly effective emergent security technologies.
 - C.5.5.5** The Contractor shall work with the facility's user group to ensure that the facility achieves an appropriate level of security through seamless integration of technology-based solutions that balance priorities of protection, cost, operation, and maintenance.
 - C.5.5.6** The Contractor shall submit all design and technical specifications for approval by the District.
 - C.5.5.7** The Contractor shall submit the approved design for competitive bids.
 - C.5.5.8** The Contractor shall provide project management, administration and quality assurance during the renovation, build out and installation.
 - C.5.5.9** The Contractor shall establish the project schedule for the renovation or build out of the detailed design of the CSC.
- C.5.6** The Contractor shall provide a report on the development of prototypes of routine and incident based intelligence analysis products for each of the existing technologies. The following shall be incorporated in these reports:
- C.5.6.1** The Contractor shall specify IT and intelligence infrastructure requirements for the CSC and at the same time ensure that the infrastructure supports robust, rapid, and efficient reporting capability.
 - C.5.6.2** The Contractor shall work collaboratively with the District to ensure that daily, weekly, monthly and quarterly intelligence requirements are specified and analysis products developed to address specified requirements as well as propose systems and management reports.
 - C.5.6.3** The Contractor shall develop prototypes for periodic briefings based upon initial assessment of information content of existing surveillance data.
 - C.5.6.4** The Contractor shall prepare periodic briefings for various levels of agency and city management and internal and external clients when requested. The briefing material must include a discussion of the intelligence product, the purpose and value of the intelligence, and the gaps in criminal justice intelligence addressed by the analysis.
 - C.5.6.5** The Contractor shall work collaboratively with the District to develop policies, procedures and operating protocols.

- C.5.6.6** The Contractor shall develop a staff training program and manuals in anticipation of staff turnover.
- C.5.6.7** The Contractor shall propose and assist the District in establishing information sharing Memoranda of Understanding (MOU) with various state and federal justice and intelligence agencies.
- C.5.6.8** The Contractor shall propose and establish information content and document the Districts formal approval process for release of periodic external briefings to various criminal justice/public safety and justice partners.
- C.5.7** The Contractor shall build, renovate and install the plans approved by the District for the CSC.
 - C.5.7.1** The Contractor shall issue a RFP for the build out of the approved design.
 - C.5.7.2** The Contractor shall install a Correctional Surveillance Center (CSC) based upon the approved design.
 - C.5.7.3** The Contractor shall conduct all user testing and validation to ensure full functionality before beginning full scale operation.
- C.5.8** The Contractor shall fully staff and operate CSC to provide 24/7 support for the District security operations and public safety and justice.
 - C.5.8.1** The Contractor shall deliver routine as well as incident based intelligence briefings for various internal and external management and analysts.
 - C.5.8.2** The Contractor shall hire staff according to the staffing plan as approved by the COTR.
 - C.5.8.3** The Contractor shall provide all materials, supplies, utilities, training, leases, equipment, etc. required to operate the CSC and deliver work products specified by the COTR.
- C.5.9** The Contractor shall provide all maintenance, and ensure full operational functionality of all associated technologies and equipment.
 - C.5.9.1** The Contractor shall perform all tests of all portions of the security system in consultation with the DC Department of Corrections' executive management.
 - C.5.9.2** The Contractor shall work collaboratively with the District to establish as well as document the response schedule for outages and failures of equipment. This schedule will be revised at once a year, and reviewed after any incident.

C.5.9.3 The Contractor shall provide all materials, supplies, utilities, training, leases, equipment, etc. required to maintain and repair the CSC and associated equipment located at DOC correctional facilities so it is fully functional and as specified by the COTR.

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 March 2007.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number (6), Inspection of Services, 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

This is a Labor–Hour contract with Reimbursement Components. The term of the contract shall be for a period of 3 base years from date of award with 2, 1-year options.

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

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

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

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

F.3 DELIVERABLES

CLIN	Deliverable	Quantity/Format/ Method of Delivery	Due Date	To Whom
C.5.2	Comprehensive review of all correctional security policies, procedures, and practice.	1 Electronic Document and 1 Hard copy	90 days from contract award	COTR
C.5.3	Report on specific functionalities, critical adjacencies, work flow, staffing, and space requirements for CSC.	1 Electronic Document and 1 Hard copy	15 days from Contract award.	COTR
C.5.4 C.5.5	Feasibility analysis of functions and costs as set forth in section C.5.4 and C5.5	Presentation and Discussion followed by 1 Electronic copy.	Presentation 30 days from date of contract award. Document 45 days from date of contract award.	COTR
C.5.4 C.5.5	Detailed architectural drawings of layout and facility, including architectural sketches, computer graphics and material specifications.	1Electronic copy and 1 hard copy	60 days from the date of contract award	COTR
C.5.4	Detailed cost estimates from detailed	1 Electronic	60 days from date of	COTR

C.5.5 C.5.1.2	architectural drawing and material specifications.	document	contract award.	
C.5.3.5 C.5.8	Staffing plan.	1 Electronic document	60 days from date of contract award.	COTR
C.5.5	Equipment listing and associated pricing.	1 Electronic document	60 days from date of contract award.	COTR
C.5.5.9	Project schedule.	1 Electronic document	60 days from date of contract award.	COTR
C.5.5.2 C.5.6.5 C.5.2.1 C.5.1.2 C.5.1.3	Operating policies and procedures.	1 Electronic documents	75 days from date of contract award.	COTR
C.5.3.5 C.5.8 C.5.1.4	Position Descriptions for all proposed staff.	1 Electronic document	75 days from date of contract award.	COTR
C.5.6.6 C.5.1.4	Training Manuals .	1 Electronic document and 2 hard copy	90 days from date of contract award.	COTR
C.5.8 C.5.1	Turnkey CSC, fully operational and staffed.	User Acceptance Testing and Documents, followed by Formal Signoff	120 days after contract award.	COTR
C.5.6.2 C.5.6.3 C.5.6.4 C.5.7.3	Examples of DOC approved routine system and management reports and briefings.	1 Electronic Copy and 1 Hard copy	180 days after contract award and going forward and upon request.	COTR
C.5.9	Monthly Equipment Functionality, System Availability, and Maintenance Report.	1 Electronic Copy and 1 Hard copy.	210 th day post award And every 30-31 days going forward and upon request	COTR

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

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Loretta A. Braxton
Cluster Comptroller
Public Safety & Justice
300 Indiana Avenue, NW
Suite 4068
Washington, DC 20001
Phone: (202) 727-4854
Fax: (202) 724-7518
loretta.braxton@dc.gov

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

This is a Time and Materials contract and only cost determined in writing to be allowable by the COTR, in accordance with the cost principles set forth in rule issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable. The District will pay the amount due to the Contractor in accordance with the Section B.3-Price and Cost Reimbursement Schedule.

- G.4.1** The District will pay the Contractor in accordance with the payment schedule described in Section B.3 after:
 - a. Acceptance of the work; and
 - b. Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of

1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

G.7 CONTRACTING OFFICER (CO)

Contracts 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:

Lucy T. Jackson
Office of Contracting and Procurement
Group VII
441 4th Street, NW
Suite 700
Washington, D.C. 20001
(202) 724-4233
lucy.jackson@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

Name: Thomas P. Hoey
Title: Information Services Director
Agency: D.C. Department of Corrections
Address: 1923 Vermont Avenue N.W.
Washington D.C. 20001
Telephone: (202) 671-2053
Fax: (202) 671-0169
e-mail: thomas.hoey@dc.gov

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 AUDITS, RECORDS, AND RECORD RETENTION

H.1.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.1.2 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.1.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.2 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.3 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.3.1 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.3.1.1 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.3.2 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.4 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 2, dated November 07, 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.5 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.6 FREEDOM OF INFORMATION ACT

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

H.7 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.7.1 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.7.2** 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.7.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report, “contract compliance report,” verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H.7.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.7.5** 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.7.6 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.7.7 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.7.8 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.7.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.8 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.9 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.10 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.11 DISTRICT RESPONSIBILITIES

The District shall provide the office space as well as the utilities required for the creation and development of CSC.

H.12 CONTRACTOR RESPONSIBILITIES

The Contractor shall design, build, support, and operate a twenty four hour per day, seven days per week state of the art CSC. The Contractor shall provide complete facility surveillance for the correctional complex of the CDF as stated in Section C of this RFP.

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 PRE-AWARD APPROVAL

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

I.4 CONTINUITY OF SERVICES

I.4.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District’s option, may continue to provide these services. To that end, the Contractor agrees to:

I.4.2 Furnish phase-out, phase-in (transition) training; and

I.4.3 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.4.4 The Contractor shall, upon the Contracting Officer’s written notice:

I.4.5 Furnish phase-in, phase-out services for up to 90 days after this contract expires; and

I.4.6 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer’s approval.

I.4.7 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.4.8 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.4.9 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.5 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.6 TIME

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

I.7 RIGHTS IN DATA

I.7.1 “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.7.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.7.3** 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.7.4** 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.7.5** 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.7.6** 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.7.7** 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.7.8** 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.7.9** 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.7.10** The restricted rights set forth in section I.5.6 are of no effect unless 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

- (i) 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.7.11** In addition to the rights granted in Section I.7.6 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.7.6 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.7.12** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.7, 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.7.13** For all computer software furnished to the District with the rights specified in Section I.7.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.7.5. For all computer software furnished to the District with the restricted rights specified in Section I.7.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the

documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.7.14 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.7.15 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.7.16 Paragraphs I.7.6, I.7.7, I.7.8, I.7.11 and I.7.12 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.8 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.9 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.10 COST REIMBURSEMENT CONTRACTS (Provisions Applicable to Material Costs)

Refer to Clause 32 in the Standard Contract Provisions:

Only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

I.11 COST REIMBURSEMENT CEILING for Material Costs

I.11.1 Cost reimbursement ceiling for reimbursement of materials expenditures are set forth in Section B.

- I.11.2** Material costs incurred in the direct performance of this contract shall not exceed the cost reimbursement ceiling price for materials as set forth in the contract.
- I.11.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the ceiling price.
- I.11.4** The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the total price for materials expenses will be either greater or substantially less than the cost reimbursement ceiling price for materials for each year stipulated in Section B.
- I.11.5** As part of the notification, the contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- I.11.6** The District is not obligated to reimburse the Contractor for cost incurred in excess of the time and materials ceiling for materials and the Contractor is not obligated to continue incurring expenses for materials in performance under this contract (including actions under the Termination Clause of this contract), or otherwise incur costs in excess of the ceilings for materials, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost for materials has been increased and provides a revised cost reimbursement ceilings for materials.
- I.11.7** No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the time and material ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any cost in excess of the cost reimbursement ceilings, whether such cost were incurred during the course of contract performance or as a result of termination.
- I.11.8** A Change Order shall not be considered an authorization to exceed the applicable ceiling price for each year as set forth in the Contract, unless the Change Order specifically increases the contract ceiling price.

I.12 INSURANCE

- I.1 2.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance

provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.12.2 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

I.12.3 Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.

I.12.4 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.12.5 Errors and Omissions Liability Insurance, \$1,000,000 limits per claim.

I.13 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.14 ORDER OF PRECEDENCE

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

I.15 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. In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No.2005-2103 Revision No. 4.

J.1.2 Government of the District of Columbia Standard Contract Provisions for use with the Supply and Service Contract, dated March 2007

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

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

J.3 Retention and Disposal of Department Records, 2000.2

J.4 Fire Safety, 2920.1B

J.5 Sexual Harassment Against Employees, 3310.4G

J.6 The Employee and Inmate Relationship, 3350.1

J.7 Sexual Misconduct Against Inmates, 3350.2D

J.8 Employee Attire, 3360.2C

J.9 Employee ID Cards, 3370.1A

J.10 Staff Development and Employee Training, 3700.2C

J.11 Entrance/Exit Procedures, 5020.1A

J.12 Tool Control, 5022.1B

J.13 Key Control, 5320.1A

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR'S

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of:

an individual,

a partnership,

a nonprofit organization, or

a joint venture.

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

an individual,

a joint venture, or

a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub offeror. (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 Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

K.7 TAX CERTIFICATION

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and 6 copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal".

L.2.1 One original and six copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCFL-2007-R-7010, CSC.

L.2.2 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 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 most advantageous source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

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

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. local time on **XXXX**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contract Officer, identified on page one. The prospective offeror shall submit questions no later than (10) *ten* days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten 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, as identified in Section G.7, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of Group VII 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, of Group VII 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 Offeror's who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Lucy T. Jackson
441 4th Street NW
Suite 700
Washington, D.C. 20001
202-724-4233

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

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

L.20 PROPOSAL ORGANIZATION AND CONTENT

L.20.1 “Price Proposal”: The “Price Proposal” shall include an appendix which lists all job categories and the labor hours and rates associated with each. The annual price escalator for each of base years 2 and 3 and option years one and two should be included. The grand totals should reconcile with the total labor costs for each of the base and option years.

L.20.2 “Technical Proposal”: Offerors shall submit an original and six copies. Offerors should organize their submission in the sequence discussed below. Brief and succinct proposals which address the District’s requirements are likely to receive stronger consideration. Tours of the CDF will be arranged subsequent to the release of this solicitation. Contract person to arrange tour of the CDF is:

Name: Patricia Lovelady
Phone: 202-727-0811
E-mail: Patricia.Lovelady@DC.gov

L.20.2.1 Past Performance

L.20.2.1.1 Describe specific capabilities of their firm, particularly in terms of security based command and control systems design and operational experience dating back at least 5 years.

L.20.2.1.2 Provide a list of major surveillance center/ intelligence center projects your firm has executed on a national level, including the District of Columbia. Describe in detail your firm’s approach to designing and developing the CSC, conducting the systems integration assessment, and staffing and operating the CSC. Limit the requested list and associated descriptions to your five most notable and applicable projects. Highlight any projects in the law enforcement or intelligence sectors.

L.20.2.1.3 Provide a summary of key performance parameters for projects that are comparable in scope and scale, such as (a) initial and final cost of project, (b) timely completion of project, (c) number of change requests with respect to original scope of work, (d) compliance with applicable standards and regulations, and (e) Post Occupancy Evaluation (POE) surveys.

- L.20.2.1.4** Provide list of lawsuits (if any) faced during last five(5) years, along with their outcome and cost implications on the project.

L.20.2.2 Technical Approach:

- L.20.2.2.1** In the Technical Approach section, Offeror shall describe their technical approach to designing an integrated security system consisting of Closed Circuit Television (CCTV), Radio Frequency Identification (RFID), Facial Recognition, cell phone detection infrastructure, biometric identification devices, and an inmate telephone system which supplement other leading edge security technologies.
- L.20.2.2.2** Offeror shall provide information on how their proposed plan conforms to industry standards and best practice models.
- L.20.2.2.3** Timelines for the execution of the proposed plan. The Offeror shall consider the building conditions: The CDF is a 30+ years old facility having significant interior building and operational constraints. All future expansion/ renovation will be accomplished within the existing footprint of the correctional complex.

L.20.2.3 Technical Expertise

- L.20.2.3.1** Provide an organization chart documenting your team, indicating the intended role of key personnel. In addition, Offeror shall provide the qualifications, background and resumes for staff, particularly key personnel who will work on this project. Indicate the percentage of time proposed personnel, including key personnel, will be devoted to this project. Provide position descriptions to demonstrate the Offeror's awareness of skill sets, responsibilities and workloads associated with fulfilling the requirements of Section C. Provide a detail explanation of staff development initiatives, including at a minimum, the staff orientation curriculum and in-service training requirements to illustrate the Offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements.
- L.20.2.3.2** Identify staffing skills and number of persons holding industry certifications, including but not limited to:

Certified Information Systems Security Professional (CISSP), Certified Technology Specialists (CTS), Certified Protection Professional (CPP), and Physical Protection Professional

- L.20.2.3.3** Offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. Description and accompanying explanation of its system to identify and measure service delivery outcomes.

L.20.3 Subcontracting to Small Business Enterprises (SBE):

Offeror must describe their proposed SBE participation for this project. Limit to one page.

Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic 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-7010 Department of Corrections CSC."

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. 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 services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work. The offer shall respond to each requirement under Section C of this solicitation.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M.3 EVALUATION STANDARDS

M.3.1 The District will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered. For this solicitation, technical quality is more

important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

M.4 PREFERENCE FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT BUSINESSES OWNERSHIP OR BUSINESSES OPERATION IN AN ENTERPRISE ZONE

a. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

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

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE 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 DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO 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 RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise 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 such business in response to a RFP.

b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of 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 a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.5 TECHNICAL CRITERIA (80 Points)

M.5.1 Past Performance (40 Points)

Description: This factor considers Offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of Offeror's performance. Sub factors listed in descending order of importance include:

The standard is met when:

- a) The Offeror provides references for all contracts in which the Offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in C.3; and

- b) The past performance evaluations obtained by the District from a minimum of three (3) references provided by the Offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form.

M.5.2 Technical Approach (25 points)

M.5.2.1 Description: This factor considers the Technical Approach and proposed technical plan to perform the requirements set forth in Section C, including an assessment of the Offeror's service description, service delivery, and knowledge of the population to be served. The following sub factors are listed in descending order of importance:

M.5.2.2 The Offeror's understanding of the technical components of the requirements and demonstrated awareness of the scope and complexity of the services to be provided as evident through the narrative description provided in the technical

M.5.2.3 Supporting information to establish the extent to which the proposed plan and methodology conforms to industry standards and best practice models.

M.5.2.4 The realism and reasonableness of timelines given the complexity of the project while balancing this against the need to demonstrate sufficient aggressiveness given the District's external pressures and liability risks.

M.5.3 Technical Expertise (15 points)

Description: This factor considers the technical capacity and expertise to be accessed and provided by offeror to perform the District's requirements as described in Section C of this solicitation. The subfactors are as follows listed in the descending order of importance:

M.5.3.1 All components of offeror's staff and staff related activities; including, Offeror's organizational structure, the qualifications and expertise of offeror's proposed staff, and offeror's staff development initiatives will be evaluated to assess each staffing component, together and independently, and the importance of the interrelationships of each component toward meeting the service requirements.

M.5.3.2 The adequacy and appropriateness of the offeror's technical capacity to perform the required services as described in C.3, including offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This entails an examination of the offeror's description of its overall contribution and plan of utilization relating to its techniques and processes in attaining the successful fulfillment of the requirements.

M.5.3.4 The adequacy of the offeror's description and accompanying explanation of its system to identify and measure service delivery outcomes that demonstrate an understanding of the technical requirements relevant to the population to be served and the desired objectives.

M.5.3.5 An assessment of the offeror's demonstrated knowledge and ability to schedule, coordinate and execute service delivery requirement and to comply with District performance reporting standards and requirements.

M.6 PRICE CRITERIA (20 Points)

M.6.1 The price evaluation will be objective. The offeror with the lowest ceiling price with a realistic level of effort will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

M.7 TOTAL POINTS

M.7.1 MAXIMUM TECHNICAL AND PRICE POINTS (100 Points)

M.7.2 MAXIMUM PREFERENCE POINTS (12 Points)

M.7.2.1	Local Business Enterprise	(2 Points)
M.7.2.2	Small Business Enterprise	(2 Points)
M.7.2.3	Resident Business Ownership	(3 Points)
M.7.2.4	Disadvantaged Business Enterprise	(3 Points)
M.7.2.5	Enterprise Zone	(2 Points)
M.7.2.6	Longtime Resident Business	(10 Points)

M.4.5 TOTAL MAXIMUM POINTS POSSIBLE (112 Points)

M.8 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.9 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.9.1** 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.9.2** 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.