

SECTION A: REQUEST FOR QUOTATION / AWARD			1. Caption MOBILE VIDEO COMMUNICATIONS SYSTEM FOR DC-FEMS		Page of Pages 1 / 86		
2. Contract Number		3. Solicitation Number DCTO-2007-Q-0053		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Quotation (RFQ) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Federal Supply Schedule		5. Date Issued MAY 8, 2007	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside GSA			
7. Issued By: Office of Contracting and Procurement Office of the Chief Technology Officer 441 4th Street, NW, Suite 700 South Washington, DC 20001 William E. Sharp, Contracting Officer				8. Address Offer to: SAME AS BLOCK 7.			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and 10 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 see block 8 of this form until 2:00 pm local time MAY 25, 2007 (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 Delores M. Chambers, Sr. Contr. Spec		B. Telephone (Area Code) 202 (Number) 727-6956 (Ext)		C. E-mail Address delores.chambers@dc.gov	
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OFFER							
within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment ☞		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
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) WILLIAM E. SHARP			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

REQUEST FOR QUOTATION
DCTO-2007-Q-0053

**Mobile Video Communication System for the District of Columbia Fire and
Emergency Medical Services (FEMS) Department**

REQUEST FOR PROPOSALS (SOLICITATION)

DCTO-2007-Q-0053

**REQUESTED BY
OFFICE OF CONTRACTING AND PROCUREMENT
OFFICE OF THE CHIEF TECHNOLOGY OFFICER
THE GOVERNMENT OF THE DISTRICT OF COLUMBIA**

May 2007



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SECTION B: Supplies or Service and Price/Cost

- B.1 The Government of the District of Columbia (DC), Office of the Chief Technology Officer (OCTO), the Office of Contracting and Procurement, is seeking an contractor to provide an efficient and comprehensive video system that can provide video streaming and recording from the fire scene to the Fire and Emergency Medical Services (FEMS) Command Center over Wireless Accelerated Responders Network (WARN) and the future Regional Wireless Broadband Network (RWBN).
- B.2 The District contemplates award of a fixed price contract as further described below.
- B.3 The contractor shall provide at a minimum a proposal for mandatory equipment and services meeting requirements and performance specifications described in subsequent sections, and provide as well all technical and pricing information requested.
- B.4 The contractor shall also provide a proposal and information for equipment and services described as optional in this solicitation.
- B.5 The project tasks to be accomplished are detailed in Section C of this solicitation.
- B.6 SCHEDULE
- a. Base and Option pricing (4-years) shall be provided and formatted as shown in the following table of this section. Pricing of services shall indicate the number of hours required per skill set, and the skill set hourly rates.
 - b. Any other major categories of work or equipment not listed here but identified by the contractor as necessary for completion of the work shall be provided in the response to this solicitation.
 - c. The contractor shall also provide pricing for recommended spare equipment and recommended test equipment in the response to this solicitation.
 - d. The duration of each phase will be for one (1) year, starting from contract award date.

B.6.1 BASE PERIOD

The duration of this Base Period will be from the contract award date to month twelve (12).

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REQUEST FOR QUOTATION
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BASE YEAR								
	PRICING TABLE	QUANTITY						
ITEM		1	5	8	10	20	50	100
A001	Mobile unit (MU)							
A002	MU installation							
A003	Video Management Server-Hardware							
A004	Video Management Server-Software							
A005	Video Management Server-Installation							
	<u>Option Items</u>							
A006	Day-only Camera							
A007	Day-Night Camera							
A008	Local Monitor & PTZ control							
A009	Mapping Capability							
A010	Local Recording							
A011	Centralized Recording							
A012	Audio							

A013	Encryption							
A014	Maintenance Services							
A015	Recording of Video to existing VCR							
A016	Redundant Video Server-Hardware							
A017	Redundant Video Server-Software							
A018	Redundant Video Server-Installation							
A019	1-Year Warranty							

B.6.2 OPTION YEAR 1

The duration of this option will be from month thirteen (13) to month twenty-four (24)

OPTION YEAR 1								
	PRICING TABLE	QUANTITY						
ITEM		1	5	8	10	20	50	100
B001	Mobile unit (MU)							
B002	MU installation							
B003	Video Management							

	Server-Hardware							
B004	Video Management Server-Software							
B005	Video Management Server-Installation							
	<u>Option Items</u>							
B006	Day-only Camera							
B007	Day-Night Camera							
B008	Local Monitor & PTZ control							
B009	Mapping Capability							
B010	Local Recording							
B011	Centralized Recording							
B012	Audio							
B013	Encryption							
B014	Maintenance Services							
B015	Recording of Video to existing VCR							
B016	Redundant Video Server-Hardware							
B017	Redundant							

	Video Server-Software							
B018	Redundant Video Server-Installation							
B019	1-Year Warranty							

B.6.3 OPTION YEAR 2

The duration of this option will be from month twenty-five (25) to month thirty-six (36).

OPTION YEAR 2								
	PRICING TABLE	QUANTITY						
ITEM		1	5	8	10	20	50	100
C001	Mobile unit (MU)							
C002	MU installation							
C003	Video Management Server-Hardware							
C004	Video Management Server-Software							
C005	Video Management Server-Installation							

	<u>Option Items</u>							
C006	Day-only Camera							
C007	Day-Night Camera							
C008	Local Monitor & PTZ control							
C009	Mapping Capability							
C010	Local Recording							
C011	Centralized Recording							
C012	Audio							
C013	Encryption							
C014	Maintenance Services							
C015	Recording of Video to existing VCR							
C016	Redundant Video Server-Hardware							
C017	Redundant Video Server-Software							
C018	Redundant Video Server-Installation							
C019	1-Year Warranty							

B.6.4 OPTION YEAR 3

The duration of this option will be from month thirty-seven (37) to month forty-eight (48).

OPTION YEAR 3								
	PRICING TABLE	QUANTITY						
ITEM		1	5	8	10	20	50	100
D001	Mobile unit (MU)							
D002	MU installation							
D003	Video Management Server-Hardware							
D004	Video Management Server-Software							
D005	Video Management Server-Installation							
	<u>Option Items</u>							
D006	Day-only Camera							
D007	Day-Night Camera							
D008	Local Monitor & PTZ control							

D009	Mapping Capability							
D010	Local Recording							
D011	Centralized Recording							
D012	Audio							
D013	Encryption							
D014	Maintenance Services							
D015	Recording of Video to existing VCR							
D016	Redundant Video Server-Hardware							
D017	Redundant Video Server-Software							
D018	Redundant Video Server-Installation							
D019	1-Year Warranty							

B.6.5 OPTION YEAR 4

The duration of this option will be from month forty-nine (49) to month sixty (60).

OPTION YEAR 4								
	PRICING TABLE	QUANTITY						
ITEM		1	5	8	10	20	50	100
E001	Mobile unit (MU)							
E002	MU installation							
E003	Video Management Server-Hardware							
E004	Video Management Server-Software							
E005	Video Management Server-Installation							
	<u>Option Items</u>							
E006	Day-only Camera							
E007	Day-Night Camera							
E008	Local Monitor & PTZ control							
E009	Mapping							

	Capability							
E010	Local Recording							
E011	Centralized Recording							
E012	Audio							
E013	Encryption							
E014	Maintenance Services							
E015	Recording of Video to existing VCR							
E016	Redundant Video Server-Hardware							
E017	Redundant Video Server-Software							
E018	Redundant Video Server-Installation							
E019	1-Year Warranty							

SECTION C - General Description / Specification / Scope of Work

C.1 Overview

C.1.1 The objective of this project is to provide equipment and associated services that will enable The District of Columbia Fire and Emergency Medical Services (FEMS) battalion fire vehicles (aka Fire Buggies) to transmit real time streaming video to the designated fixed location (Command and Control Center for instance) over a wireless network. This video communication will enable sustained emergency planning, response and management.

C.1.2 The wireless network used for this purpose is the city-wide wireless broadband network deployed and operated by the District of Columbia in the 700 MHz band. The District of Columbia will provide the necessary wireless transmitting and receiving components as specified in this solicitation..

C.1.3 The Scope of Work (SOW) of this solicitation includes:

C.1.3.1 The provision of mobile video transmitting units. Those mobile units include:

- a. A rugged camera system that can be deployed on the roof top of the battalion vehicles and remotely pan tilt and zoom,
- b. A standardized video codec meeting the required video quality performance described in this solicitation,
- c. Software that enables the transmission of the digitized video over an IP infrastructure,
- d. An interface to the wireless transmission system meeting the specifications described in this solicitation,

C.1.3.2 The provision of a redundant mobile video system that enables:

- a. The receiving of simultaneous multi real time video feeds,
- b. The viewing of those video feeds at the Command Center and other remote locations as specified in this solicitation

C.1.3.3 The installation of the mobile units into the vehicles,

C.1.3.4 The installation of required equipment at the command center,

C.1.3.5 The testing and optimization of the solution,

C.1.3.6 Training services, and

C.1.3.7 Maintenance services for four (4) years after the expiration of the warranty period..

C.2 Scope of work

- C.2.1** This section describes the Scope of Work (SOW) the contractor is required to perform if awarded the contract, and the features, requirements and performance that the proposed solution shall meet.
- C.2.2** It is intended within this solicitation to procure a total of eight mobile units and the corresponding necessary equipment and software, including the video. A first unit shall be first installed for test and optimization purposes. After optimization and acceptance of this first unit, up to seven additional mobile units shall be installed.
- C.2.3** This solicitation may result into a contract that may be serving as a vehicle for implementation of additional units in the future .
- C.2.4** The contractor shall provide, sturdy, robust and reliable video system meeting all the requirements included in this solicitation.
- C.2.5** The contractor shall perform all tasks necessary to ensure the installed system is functional and complete, and that it meets the technical specifications included in this solicitation.
- C.2.6** The contractor shall also provide maintenance services.
- C.2.7** The contractor's responsibilities include, but are not limited to, the following requirements. The contractor shall refer to appropriate paragraphs of this section for more detail.
- C.2.8** The contractor shall:
- a. Design a solution that meets the requirements expressed in that solicitation.
 - b. Provide and include in their proposal to this solicitation, the information requested in section C.02 regarding the solution the contractor proposes to implement.
 - c. Provide project management services to ensure timely implementation of that solution including the provision of the necessary hardware and software, installation of that hardware and software, testing of the resulting system, training and maintenance.
 - d. Deliver in a timely manner necessary hardware and software
 - e. Install in a timely manner 8 (eight) vehicles and a redundant centralized fixed unit. If the contractor estimates necessary, the District of Columbia shall arrange a survey of the vehicles for the contractor to propose an accurate quote.
 - f. Demonstrate the solution implemented meets the technical requirements and specifications
 - g. Provide necessary documentation
 - h. Conduct system maintenance and system administration training to District's FEMS and the OCTO representatives;
 - i. Provide users documentation, including wiring and cable diagrams, system manuals,

equipment manuals, maintenance manuals.

- j. Provide twelve (12) months maintenance services of the system.

C.3 Project management

C.3.1 The contractor shall be responsible for project management services. The tasks to be managed include:

- a. The design of a video solution that meets the requirements of the District of Columbia described in this solicitation.
- b. The coordination of the delivery of the corresponding equipment and software
- c. The installation of the necessary equipment and software at the locations designated by the District of Columbia (vehicles and fixed locations)
- d. The configuration and optimization of the solution as required to meet the performance requirements stated in this solicitation.
- e. The demonstration of the installed solution meets those requirements.
- f. The testing of all units deployed.
- g. The training of DC personnel

C.3.1.1 Project management includes, but is not limited to:

- a. Schedule management,
- b. Resources management,
- c. Risk management,
- d. Task Coordination,
- e. Progress Tracking and reporting

C.4 Technical Solution Design

C.4.1 The contractor shall design a video system solution that meets the requirements included in the section.C-16.

C.4.2 The solution shall comprise eight (8) video mobile units and one (1) redundant central system. The design of the system shall be included in the answer to this solicitation.

C.4.2 The contractor shall provide a detailed description of the equipment and technology proposed. This description shall include, but shall not be limited to:

C.4.2.1 Technical solution overview: The contractor shall describe the different components of the proposed solution, how they interrelate. In particular the contractor shall provide –

- a. Block diagrams representing the overall system and subsystems,
- b. A description of the video system and subsystems,

- c. Interface definitions. In particular :
 - i. The contractor shall describe the required interface for the video camera.
 - ii. The contractor shall specify what wireless network interface it will support. The District will provide either a PCMCIA card (and associated driver) or a wireless modem. If the PCMCIA card is supported, the contractor shall specify what Operating System the driver of the card needs to support. The wireless modem interface is an Ethernet interface.
 - iii. If the solution proposed by the contractor includes a GPS, the contractor shall describe the interface requirements of the GPS unit, including the interface protocol.

C.4.3 The contractor shall describe how the system is operating and how it meets the operational requirements described in this solicitation.

C.4.4 The contractor shall describe the technical standards the proposed solution is using, In particular it shall describe what standardized video-codecs it supports. The contractor shall specify if the required IP standard features listed in the following section are supported. For each non-supported IP feature standard, the contractor shall describe if it plans to do so, and when does it plan to do so.

C.4.5 The contractor shall list any proprietary software and components that are part of the proposed solution

C.5 Performance:

The contractor shall provide the video quality performance of its solution. In particular, for each video-codec the solution proposes, the contractor shall assess what bandwidth the solution requires to meet the video quality requirement specified in this solicitation.

C.6 Specifications:

C.6.1 The contractor shall submit the technical specifications of all the components identified in the design. In particular the contractor shall provide specification data sheets for all hardware including physical space requirements, electrical requirements, etc.

C.6.2 The contractor shall also indicate as well the Mean Time Between Failures (MTBF) of each key components of the system.

C.7 Solution reliability:

C.7.1 The contractor shall evaluate the proposed solution reliability: reliability of the integrated system as well as reliability of each key component, level of redundancy.

C.7.2 The contractor shall identify single point of failure.

C.8 Capacity scalability:

The contractor shall describe how its solution scales from 1 to 10, 10 to 50, 50 to 100, 100 to 500 mobile video units. It shall describe what additional hardware or software is necessary to do so. It shall specify what is limit to the number of mobile video units the solution is able to support.

C.9 System monitoring and management capabilities:

- C.9.1 The contractor shall describe the system management capability, in particular how access rights are managed, what are the alarms capability of the proposed solution.
- C.9.2 Proposed warranty of every component of a value greater than \$1,000.
- C.9.3 The contractor shall provide the roadmap of its video solution offerings.
- C.9.4 The contractor shall provide necessary drawings and technical description of its vehicle installation design.

C.10 Hardware and software

- C.10.1 The contractor shall provide in a timely manner all equipment, hardware and software necessary to implement the solution identified in the previous section. The deployment of the system will be done in two phases. The first phase will consist into one mobile unit, and the centralized fixed unit. The second phase will include all remaining units.
- C.10.2 The contractor shall deliver the relevant hardware and software accordingly.

C.11 Warranty

The contractor shall provide 1-year warranty for each hardware and software component proposed.

C.12 Installation

- C.12.1 The contractor shall install the system as defined in the approved installation design drawings.
- C.12.2 The contractor shall be responsible for installing all video equipment necessary for the operation of the system as described in this solicitation.
- C.12.3 For the mobile units installation as well as for the fixed locations, the contractor shall submit to Contracting Officer's Technical Representative (COTR) a specific vehicle installation plan. The COTR will provide comment within 5 days. The contractor shall incorporate any and all comments received from the COTR into the final document and schedule the installation of the vehicle.

- C.12.4 Installation of equipment shall comply with installation requirements included in this solicitation (see appropriate installation requirements section).
- C.12.4 The video contractor shall develop a labeling system and shall mark all installed equipment and associated termination hardware using easy-to-read identification labels. These labels shall describe the equipment details and/or cable termination points in accordance with the final design drawings.
- C.12.5 After equipment installation, the contractor shall submit an Installation Completion Report. After installation, a walk-through will be conducted to determine all operational conditions. The contractor shall correct any default identified by the resulting punch list.
- C.12.6 The proposed installations shall be approved prior to commencement of a particular stage of work on an individual vehicle or fixed location. Installation on any equipment or software shall not commence without written approval. Access to all the FEMS fire Buggies and FEMS command Center shall require prior coordination with the COTR and FEMS, or its representatives.
- C.12.7 The contractor shall provide detailed documentation of mobile units and fixed location (command center) unit to the COTR and FEMS.
- C.12.8 The contractor shall provide, a list of recommended parts with pricing and stocking levels required to sustain operation of the system for 1 year.

C.13 Testing

The objectives of the testing are phased:

- a. In a first phase the objective is to check that the installations in the first vehicle and at the fixed unit location have been performed correctly and working properly..
- b. In a second phase the objective is to test that the video system and is operational and meets all functional and performance requirements.
- c. In a third phase the objective is to check that the remaining installations of the mobile units in the remaining vehicles have been performed correctly and that those units are working properly.:

C.13.1 To this effect the contractor shall propose a test plan. The test plan will identify for each test the feature tested, the objective of the test, the tools and resources required to perform the test, the test set up, the expected results and the expected time required to perform the test.

C.13.2 The contractor shall provide a test plan at least 2 weeks before the test is planned. The COTR will review the test plan within a week. After correction of the plan, the contractor shall conduct the tests. The contractor shall document the results of the tests and provide them to the COTR..

C.14 Training

C.14.1 As specified in section C-16, note that the objective of the solution is to minimize user intervention at the vehicle location. As a consequence the proposed solution shall be such that no personnel located at the vehicle shall need any training.

C.14.2 However, the video servers shall be installed in the District facilities where skilled personnel will be available for support and take in charge part of the operations of the video system. It is therefore necessary to provide the adequate training to that personnel. This training shall include system manager training, as well as other necessary training identified by the contractor.

C.14.3 The contractor shall provide complete and comprehensive system management training that shall include, but not be limited to, planning and setting up the video system and implementing system the appropriate video configurations, performing data base management functions, monitoring and managing the system's performance, maintaining security controls, and writing and printing system reports.

C.15 Maintenance services

C.15.1 The contractor shall provide maintenance services of the proposed equipment and software for one-year duration.

C.15.2 The maintenance of the services will include:

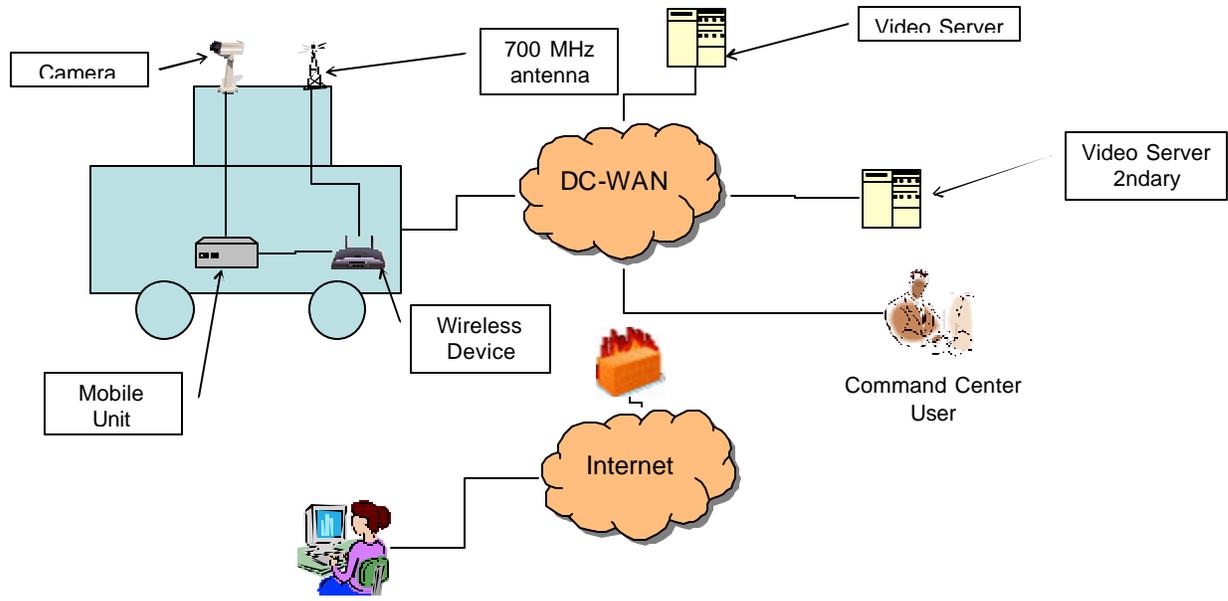
- a. Maintenance services for the hardware components including servers and cameras
- b. Automatic upgrades of software packages included in the solution

C.16 Requirements and Specifications

C.16.1 System overview

As the figure below shows, the system consists of:

- a. A centralized video management server, that as an option shall be redundant. The video server role is to manage access and control of the video feeds, and also monitors the operations.
- b. Users accessing this server through an IP network and viewing the necessary video through a web browser. Users with the appropriate rights have some control of the mobile cameras (Pan-Tilt- Zoom). They also on the transmitted video quality (video codec selection and associated parameters configuration).
- c. Vehicles that are transmitting the video to the video server. Each vehicle includes:
 - i.. A mobile unit that interfaces with:
 - ii. A camera
 - iii. A wireless device. The wireless device can be a modem with an Ethernet interface or a PCMCIA card with associated driver. The wireless device is connected to a 700 MHz antenna.
- d. Optional features include:
 - i. day-night camera
 - ii. Mobile units mapping capabilities (GPS)
 - iii. Local control of the video camera
 - iv. Local video recording system
 - v. Centralized recording management system



C.17 Operational requirements

C.17.1 The personnel located on a scene with the vehicle do not always have the time to position, focus or manipulate the camera and the mobile unit. The objective of the solution the District is seeking to implement is to minimize the need for their intervention in operating the system.

C.17.2 Therefore, starting the vehicle ignition shall boot the mobile unit and the wireless communicating device without any further manual intervention. The mobile video unit shall therefore transmit the video images to the video server. The mobile unit shall display a visible indicator such as a led that the personnel located at the vehicle will know the system is functioning properly.

C.17.3 The personnel located at the Command Center or at another remote location shall connect to the video server through a web browser. The user shall access the server by entering a name/password. The user shall be able to select the video feed he/wishes to view. To do so the user shall use a Web browser such as Internet Explorer. The user shall be able to easily recognize what video feed corresponds to each vehicle deployed. The user shall be able to access the server through the internet using a VPN. The video itself shall be viewed through popular available media player available for Windows XP and beyond. Such media players shall include at least Windows Media Player, Real Media Player, Flash Media Player. The user shall be able to control the video camera in particular perform pan-tilt-zoom, and rotate the camera as well. The camera's field of view shall be 360 degrees.

- C.17.4 The user shall be able to select the video codec and associate parameters (such as image resolution and frame rate).
- C.17.5 As an option the local personnel located at the vehicle can control the camera (pan-tilt-zoom).
- C.17.6 As an option a monitor shall allow the local personnel to visualize the pictures transmitted by the camera.
- C.17.7 As an option, the video images will be stored on a local record management system.
- C.17.8 As an option, the mobile unit will include a GPS unit connected to a GPS antenna located on the vehicle rooftop. The location shall be then transmitted on the wireless network to the server.

C.18 Video Management Server Requirements

- C.18.1 The system shall be IP compliant.
- C.18.2 The system shall be SIP compliant. If the system is not SIP compliant, the contractor shall explain if it intends to make the system SIP compliant, and in what time frame.
- C.18.3 The contractor shall list any proprietary software and components that are part of the proposed solution
- C.18.4 The video management system shall include the possibility to manage users' access through access rights. In particular:
- a. The server can be shared by different agencies and a system administrator shall be able to give first responders only access to the video feeds of his own agencies.
 - b. The system administrator shall have the possibility to manage camera control rights on a per user and per video feed basis
 - c. The system administrator shall have the possibility to manage the video quality control rights on a per user and per video feed basis.
 - d.
- C.18.5 If user has the adequate rights, the user shall be able to direct the video to a different IP address on a per video feed basis.
- C.18.6 The user shall be able to easily recognize what video feed corresponds to each vehicle deployed.
- C.18.7 The user shall be able to access the server through the internet using a VPN.
- C.18.8 The user shall be able to access the video server through a Web browser, including Internet Explorer.

- C.18.9 The video itself shall be viewed through popular available media player available for Windows XP and beyond. Such media players shall include at least Windows Media Player, Real Media Player, Flash Media Player. The user shall be able to control the video camera in particular perform pan-tilt-zoom, and rotate the camera as well.
- C.18.10 If the user has the adequate rights, the user shall be able to select the video codec and associate parameters (such as image resolution and frame rate) on a per video feed basis.
- C.18.11 If the user has the adequate rights, the user shall be able to pan-tilt-zoom the camera of the selected mobile unit.
- C.18.12 The system shall scale to support numerous mobile video units (100s).
- C.18.13 If the mobile unit supports several cameras, the user shall be able to select the camera the user wants to monitor.
- C.18.14 The video management server shall provide reports showing statistics of usage, and statistics of system availability and failures (with the cause of failure).

C.19 Video Performance Requirement

C.19.1 Video resolution:

- C.19.1.1 The system shall be able to transmit a video resolution of a CIF (352 x 288) with a 15 frames per second. The contractor shall provide this video quality using less than 110kbps bandwidth while using standardized video codecs that are readable with the common media players listed in this solicitation.
- C.19.1.2 The system shall be able to transmit a video resolution of a 4 CIF (352 x 288) with a 15 frames per second. The contractor shall provide this video quality using less than 440kbps bandwidth while using standardized video codecs that are readable with the common media players listed in this solicitation
- C.19.1.3 The user shall be able to adjust the video codec and the parameters (resolution, frame rate).

C.19.2 Camera

The camera shall have the following minimal features:

- a. LED for "on" verification from outside the car.
- b. 20x optical zoom.

- c. 480 TV lines resolution.
- d. Configurable resolution from 320 x 240 up to 720 x 480.
- e. As the camera is to be mounted outdoors, the camera shall be weatherproof and shall be rugged house.
- f. The operating temperature of the camera should range at a minimum of -40 degrees C (- 22 F) to 55 degrees C (131 F).
- g. The camera's field of view shall be 360 degrees.

C.19.3 Mobile Video Unit

The mobile unit shall:

- a. Start at ignition of the vehicle and distribute the power to the camera and the wireless modem if necessary.
- b. Capture the video signal from the camera and transmit the signal to a designated IP address.
- c. Interface to a IP network through an Ethernet port (RJ-45).
- d. Transmit PTZ commands received through the IP network to the camera
- e. Indicate visually the system is working properly (LED)
- f. Provide a visual indication when:
 - i. The wireless connection is down.
 - ii. The camera is down.
 - iii. The power is down.
 - iv. The mobile unit is not working.
- g. The system shall transmit the alarm to the video management server when possible (connection available)
- h. The mobile unit shall be ruggedized and meet the MIL – STD 810(F) specifications.
- i. The mobile unit needs to fit under the seat of a Ford Expedition.

C.19.4 The mobile unit shall provide at least the following interfaces:

- a. A USB interface to enable software upload.
- b. Interface with the video signal from the camera.
- c. Interface with the PTZ control of the camera.
- d. Interface with the wireless modem. At least a RJ-45 Ethernet interface is required. In addition a PCMCIA slot to receive a wireless card is possible. In that case the contractor shall specify the Operating system the wireless card driver provided by the District of Columbia needs to support.
- e. An interface to an optional local monitor.
- f. An interface to an optional local record management system.

C.20 Installation Requirements

The contractor shall:

- a) Install the mobile video unit under the seat of the vehicle
- b) Install the camera on the roof of the vehicle
- c) Connect the mobile video unit to the camera
- d) Connect the wireless modem to the mobile video unit if necessary
- e) Connect the 700 MHz antenna to the wireless device.
- f) The front seat of the fire vehicle is a very rough environment. Therefore all wiring shall not be intrusive such it will not be dislodged or disconnected by personnel moving around the cabin of the vehicle.
- g) The contractor shall develop a labeling system and shall mark all installed equipment and associated termination hardware using easy-to-read identification labels. These labels shall describe the equipment details and/or cable termination points in accordance with the final design drawings.
- h) The mounting of the camera shall be such it will let the District personnel install, replace or maintain the camera easily
- i) The cabling of the antennas (broadband connectivity and GPS if it applies) will be such that antennas can be dismounted and replaced easily (without having to rewire the cable for instance).

C.21 Optional Feature: Local control & monitoring of the video camera

As an option the contractor :

- a) Shall provide a local monitor of the video camera. The monitor shall allow easy control and monitoring of the camera (PTZ). The monitor shall be ruggedized and support easy touch screen command.
- b) Shall install the monitor in a non intrusive way in the cabin of the vehicle
- c) Shall connect safely and in a non intrusive way the camera to the mobile unit.

C.22 Optional Feature: Infrared camera capability

As an option the camera shall have day and night functionality.

C.23 Optional Feature: Multi-cameras capability

As an option the mobile video unit shall be able to support more additional cameras. In that case,

- a. the mobile video unit shall be able to multiplex both video signals, and both control signals on the same connection.
- b. The contractor shall provide additional installation as required.

C.24 Optional Feature: Redundant Video Management server

- a. The contractor shall provide a redundant video management server solution.
- b. This redundant server shall be located in a different geo-location than the primary server.
- c. The configuration of the primary and secondary server shall be such that each server can support all traffic.
- d. If the primary server fails, traffic shall be automatically rerouted to secondary server

C.25 Optional Feature: Audio

- a) The system shall provide a two way audio capability.
- b) The shall provide and install a microphone and speaker in the vehicle

C.26 Optional Feature: Encryption

- a) The system shall provide encryption. Both the video signal, audio signal (if applicable) and signaling shall be encrypted.
- b) If he has the adequate rights, the user shall be able to enable the video encryption on a per video feed basis.

C.27 Optional Feature: Mapping

As an option the system proposed by the contractor shall be such that:

- a) The mobile unit shall provide the geo-location of the vehicle (GPS).
- b) The mobile unit shall transmit the geolocation to the video management server
- c) The video management server shall display a map showing the location of mobile units
- d) If the user has the adequate rights, the user shall be able to view the map and the locations of the mobile units he's authorized to access to
- e) If he has the adequate rights, the user shall be able to click on the locations of the mobile units he's authorized to access to, and visualize the corresponding video. In addition if this option is selected, the contractor shall
 - i. Install the GPS antenna on the roof
 - ii. Connect the GPS unit to the GPS antenna
 - iii. Connect the GPS unit to the mobile unit

C.28 Optional Feature: Local Recording Management System

As an option the system proposed by the contractor shall be such that:

- a) The mobile unit shall provide can record the captured video, associated with information pertaining to the identification of the unit, time, and location if available.
- b) The local recording system shall fit in the same space than the mobile video unit
- c) The local recording video system shall be able to download the recorded information via a USB or Ethernet port.

C.29 Optional Feature: Centralized Recording Management System

- a) As an option the system proposed by the contractor shall be such that:
- b) If the user has the adequate rights, the user shall be able to record the video of the selected mobile unit
- c) If the user has the adequate rights, the user shall be able to automatically trigger the record the video of selected mobile units upon the start of the operations
- d) If the user has the adequate rights, the user shall be able to retrieve the archived data based on Time, Camera, Fire Unit and Location (if mapping option selected)
- e) The video storage system shall be dimensioned to have enough storage capacity to support all video captured.
- f) There is a requirement to archive data for a duration of 5 years. The contractor shall propose a solution that meets this requirement.
- g) The contractor shall provide the capability (hardware and software) to save collected data on DVD. This shall include the capability to select the video to store on a time/vehicle/location basis combination.

C.30 Optional Feature: Recording of received digital video to existing video recorder

The Fire Command Center already owns digital video recording system (DVD). The Fire Command Center is also receiving video feeds from other sources using Motion JPEG, MPEG-2, and MPEG-4 video codec. As an option, the system proposed by the contractor shall be such that if the user has the proper rights, the user shall be able to direct the selected video feed to the existing VCR. All sources of video shall be accessible for this feature.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract will be governed by the requirements herein and the Inspection of Supplies Clause in Section 6 and the Inspection of Services Clause in Section 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004, (Attachment J2).

E.2 Performance Acceptance Requirements

- a. Provide a detailed verification of the anticipated System Performance. A functional Acceptance Test Plan (ATP(s)) shall be performed to verify that system requirements are satisfied.
- b. Contractor shall submit preliminary ATPs with the proposal. Final ATP shall be developed mutually by Contractor and the COTR, with final approval by the COTR. ATPs shall be finalized no later than 30 days before testing is scheduled to begin.
- c. The successful completion of the entire Acceptance Test Plan is a pre-requisite for acceptance of the proposed system, including overall system functionality and hardware.
- d. Upon completion of the specific procedure, the COTR or designated representatives observing the tests will sign and date the procedure documentation sheet.
- e. The functional ATP shall be composed of several categories containing a group of demonstrations or audits. The individual demonstrations or audits address a specific topic and/or system or sub-system of the overall communications system.
- f. The Functional Acceptance Test Plan provided in the proposal shall be a detailed document supplying the individual test requirements, methods, and procedures. These tests shall be designed based on the proposed system configuration.
- g. The Acceptance Test Procedure that shall be provided shall include, at a minimum, the following categories:
 - i. Mobile Units
 - ii. Video throughput requirements
 - iii. Video quality
 - iv. System management
 - v. Installation

- h. The applicable demonstrations shall take place in the field. The COTR will be invited to participate in all demonstrations. Trained Contractor personnel shall perform the System Acceptance Test Procedure (ATP).

SECTION F - Deliveries and Performance

F.1 Term of Contract

The term of the contract shall be for a period of one (1) base year and four (4) option years, for a total of five (5) years (where indicated in the solicitation), from date of award specified on page one (1) of the contract.

F.2 Completion Schedule

The schedule to bring the project (8 mobile units and a redundant central unit) to completion is 3 months after contract award.

F.3 Option to Extend the Term of Contract

F.3.1 Extension

The District may extend the term of this contract for a period of four (4) 1-year option periods, or 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.3.2 Exercised Option

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

F.3.3 Price

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

F.3.4 Duration

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

F.4 Deliverables

F.4.1 Deliverables shall be determined to be anything tangible that is to be delivered to the COTR (i.e. reports, curriculum, plan).

F.4.2 The solicitation requests the deployment of a high-speed wireless data system. Time is of the essence. Therefore, the various deliverables of the solicitation outlined in Section C “Description/Specifications/Work Statement” are due as described in that section.

F.4.3 Provide, in the proposal, a detailed list of all required and anticipated deliverables, equipment and services, related to the project. All required items in Section C shall be addressed.

F.4.4 In addition, the Contractor shall identify any other items or deliverables necessary for the completion of the work.

F.4.5 Schedule of Deliverables.

Deliverable	Due Date
Technical Solution Description	Attached to solicitation proposal
Installation Plan	Attached to solicitation proposal
Acceptance Test Plan	Attached to solicitation proposal
Project Schedule	Attached to solicitation proposal
Detailed Project Scgedule	7 days after award
Delvery of Central unit equipment and 1st mobile unit	30 days after award
Installation of Central Unit and 1st mobile unit	37 days after award
Acceptance Test of 1st mobile unit	51 days after award
Installation of remaining units	65 days after award
Acceptance tests of remaining units	79 days after award

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Ordering Clause

- a. Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- b. All delivery orders or task orders are subject to the terms and conditions of this contract.
In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c. If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.2 Invoice Payments

- G.2.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.2.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.3 Invoice Submittal

- G.3.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: CFO Accounts Payable
Address: Office of the Chief Technology Officer
One Judiciary Square
441 4th Street NW, Suite 930 South
Washington, DC 20001
Telephone: 202-727-2277
Fax: 202-727-1261
E-mail: octo.accountspayable@dc.gov

- G.3.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- G.3.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.3.2.2** Contract number and invoice number;
- G.3.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.3.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.3.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.3.2.6** Name, title, phone number of person preparing the invoice;
- G.3.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G. 3.2.6 above) to be notified in the event of a defective invoice;
and
- G.3.2.8** Authorized signature.

G.4 Payment

The District shall pay the monthly amount due to the Contractor under this contract upon completion and acceptance of all work and 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:

William E. Sharp
Contracting Officer
Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street NW Suite 930 South
Washington, DC 20001
Telephone: 202-727-5274
Fax: 202-727-1679
E-mail: William.Sharp@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 modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 Contracting Officer's Technical Representative (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of

this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Robert LeGrande
Deputy Chief Technology Officers
Office of the Chief Technology Officer
441 4th Street NW, Suite 930 South
Washington DC 20001
Telephone: 202-727-2189
Fax: 202-727-6394
Email: Robert.LeGrande@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 Contracts Requirements

H.1 Department of Labor Wage Determination

- a. The Contractor shall be bound by the Wage Determination No. 2005-2103, Rev. No. 2 issued 11-07-2006 by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351) and incorporated herein as Attachment J.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 for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.2 Audits, Records and Record Retention

- a. 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. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. 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 OF COLUMBIA for said overpayment within thirty (30) days after written notification.
- b. The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the DISTRICT OF COLUMBIA under the contract that results from this solicitation.
- c. 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.
- d. The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, THE DISTRICT OF COLUMBIA, or other personnel duly authorized by the Contracting Officer.
- e. Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- f. The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3 Publicity

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

H.4 Conflict of Interest

- a. No official or employee of the DISTRICT OF COLUMBIA Jurisdiction or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).
- b. The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.5 Freedom of Information Act

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

H.6 Protection of Property

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

H.7 Americans with Disabilities Act of 1990 (ADA)

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

See 42 U.S.C. §12101 et seq.

H.8 Section 504 of the Rehabilitation Act of 1973, as amended.

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

H.9 Government Responsibility

Refer to Section C.

H.10 Contractor Responsibility

H.10.1 The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time to time. During performance of work and/or at completion of work, the Contractor will provide for the orderly hand-over of work products and deliverables to designated District representative. The Contractor shall:

H.10.1.1 Establish and document project goals and optional strategies for their implementation. Support analyses with graphical drawings, charts and other presentation instruments as appropriate.

H.10.1.2 Collect and document project constraints for cost, schedule, and quality. Obtain approval from the -District representative for proposed scope changes.

H.10.1.3 Throughout the performance of the above items, coordinate with District employees and other consultants/Contractors employed by the District.

- H.10.1.4 Provide limited support after submission of deliverables and work products, as necessary to clarify the contents of deliverables to District staff and other contractors to the District
- H.10.1.5 Prepare detailed agenda and meeting minutes for all meetings called or chaired by the Contractor. Such agenda shall identify in detail the specific items planned for discussion, and shall be distributed to proposed attendees well in advance of affected meetings. Such agenda are to set out responsible parties for action items, particularly decisions required by the District, including deadlines therefore, and the minutes shall record decisions made and the basis for each decision.
- H.10.1.6 Develop, obtain approval, and execute a quality control plan. Provide periodic senior management supervision of the work in this contract in order to provide quality control of the Contractor's work. Report findings to the District representative with proposed actions. Provide this service at least every two weeks.
- H.10.1.7 Continuously monitor the status of Contractor's work hereunder and update status, providing the District management timely information regarding possible problems and proposed action required to mitigate such problems.
- H.10.1.8 Continuously communicate status of the work relative to the approved schedule. Every week provide an updated, status schedule for the Contractor's work.
- H.10.1.9 Provide and present weekly time sheets for work performed. Timely, complete and satisfactory provisions by the contractor to DC-OCP-OCTO of such time sheets shall be a condition precedent to payment of the contractor.
- H.10.1.10 Prepare and present weekly reports, throughout the performance of the Contractor's work, setting out current and upcoming activities, decisions required and issues of concern. Timely, complete and satisfactory provision by the Contractor to the District of such reports shall be a condition precedent to payment of the Contractor.
- H.10.1.11 Provide reporting and communications in copies and form requested by the designated the District representative.

H.11 NOTICE - THE LIVING WAGE ACT OF 2006

NOTICE

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage **\$11.75 per hour.**

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

**To file a complaint contact: Department of Employment Services
 Office of Wage-Hour
 64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002
 (202) 671-1880**

H.12 WAY TO WORK AMENDMENT ACT OF 2006

H.12.1 Except as described in H.12.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.12.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.12.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.12.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.12.5 The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J._ in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.12.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.12.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

H.12.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- (11) The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

Section I - Contract Clauses

I.1 Applicability of Standard Contract Provisions

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated November 2006, as amended, (Attachment J.2) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

I.2 Contracts that Cross Fiscal Years

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

I.3 Confidentiality of Information

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

I.4 Time

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

I.5 Restrictions on Disclosure and Use of Data

- a. Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:
 - 1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.
 - 2) If however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District Government shall 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 data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

- 3) 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."

I.6 Rights in Data

- a. "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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

- f. The District shall 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:
 - 1) Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - 2) Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - 3) Copy computer programs for safekeeping (archives) or backup purposes; and
 - 4) 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.
- g. The restricted rights set forth in section I.6.f are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- h. In addition to the rights granted in Section I.6.i below, 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.6.i below, 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. Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 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.
- j. For all computer software furnished to the District with the rights specified in Section I.6.e, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.e. For all computer software furnished to the District with the restricted rights specified in Section I.6.f, 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 the 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.

- k. 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.
- l. 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.
- m. Paragraphs I.6.f, I.6.g, I.6.h, I.6.k and I.6.m 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.7 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.8 First Source Employment Agreement

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

I.9 Subcontracts

- a. 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 shall have the right to review and approve prior to its execution to 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 subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.10 Continuity of Services

- a. 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 Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:
 - 1) Furnish phase-out, phase-in (transition) training; and
 - 2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11 Insurance

- a. The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.
 - 1) Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.
 - 2) Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.
 - 3) Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
 - 4) Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
 - 5) Automobile Liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
 - 6) 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. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

Section J - List of Attachments

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

- J.1.** Wage Determination (WD) No. 1994-2103 Rev (35), 5/23/2006 To obtain a copy of the WD, go to <http://www.wdol.gov>.

- J.2.** 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 Solicitation Attachments, then click on “the appropriate document.”

- J.3.** E.E.O. Information and Mayor’s Order 85-85

- J.4.** Tax Certification Affidavit

- J.5.** First Source Employment Agreement

- J.6.** Cost/Price Data Package

- J.7.** Contractor Experience Questionnaire Form

Section K - Representations, Certifications And Other Statements Of Contractors

K.1 Acknowledgement of Amendments

The Contractor acknowledges receipt of Amendment to the solicitation and related solicitations numbered and dated as follows:

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

K.2 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.3 Type of Business Organization

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.4 Certification as to Compliance with Equal Opportunity

a. Obligations

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.5 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.6 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.7 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);

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

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.8 Tax Certification

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

Section L - Instructions, Conditions and Notices to Offers

L.1 Contract Award

L.1.1 Most Advantageous to the DISTRICT OF COLUMBIA

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

L.1.2 Initial Offers

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

L.2 Proposal Format Organization and Content

L.2.1 PROPOSAL PRICING

- a) Provide detailed, firm-fixed proposal pricing on an equipment/supplies/software/services basis.
- b) All equipment, assemblies, or services valued in excess of \$500 shall be listed as a separate line item.
- c) Provide equipment specifications and cut sheets for any individual items valued in excess of \$1000.
- d) Provide separate discounted pricing for equipment quantities of 1, 10, 50, 100, etc. or other contractor specific breakpoints.
- e) Proposed prices shall be no higher than prices proposed by the contractor to any other government entity. Indicate OEM and where applicable, GSA schedules.
- f) All line item pricing shall be identified as either catalog list, discounted, GSA, OEM, other pricing/discounting category.
- g) If GSA schedule, indicate schedule by unique identifying number. If a pricing is derived from a contract awarded by a government within the Washington Council of Governments, provide unique identification for each contract such that The District may trace.
- h) Pricing shall be further categorized as either base or optional pricing. Base pricing shall be for all non-optional equipment and services. Optional pricing

shall be for equipment and services to be procured on an elective or optional basis by GDC, as defined in section C05.

- i) Propose pricing for all equipment and services in a categorized format and level of detail that will allow the GDC to contract either all or a portion of the proposed work to one or more contractors (turnkey or non-turnkey approach).
- j) In addition to the deliverables identified in this proposal as optional, Optional pricing should be provided for :
 - a. Recommended spare equipment
- k) Pricing shall be categorized on a per number of mobile units basis and broken down into the following minimum categories. Pricing of services will indicate the number of hours required per skill set, and the skill set hourly rates.
 - a. Mobile unit equipment (except camera)
 - b. Mobile unit software
 - c. Camera Equipment
 - d. Mobile unit (including camera) installation
 - e. Video Management server-Hardware
 - f. Video Management server-Hardware
 - g. Redundant Video Management server-Hardware
 - h. Redundant Video Management server-Hardware
 - i. Training
 - j. Maintenance
 - k. Optional equipment and associated installation
 - l. Any other major categories of work not listed here but identified by the contractor as necessary for completion of the work
- l) Base and Option pricing shall be provided and formatted as shown in tables in Section B.
- m) As the District contemplates the extension of the initial video system to a more than the defined eight FEMS Fire Buggies, as an option, the contractor shall indicate the price of adding additional FEMS vehicles into the FEMS infrastructure. The pricing should include:
 - a. Additional camera
 - b. Additional mobile unit (excluding camera)
 - c. Mobile unit installation including camera and necessary mounts, wiring and accessories
 - d. Upgrade of centralized equipment and software to support additional units
 - e. Upgrade of maintenance services to support additional units.

L.3 Copies of Proposal

- L.3.1 One original and ten (10) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". A CD-ROM containing the Proposal files in Adobe format, or other mutually agreed upon file format, shall be provided with each written proposal. In any case of discrepancy between formats, the original written proposal shall control.
- L.3.2 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. (DCTO-2007-Q-0053 – Mobile Video System for DC Fire Department)".
- L.3.3 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.

L.4 Proposal Format and Organization

Offeror's Proposal shall follow the following format.

L.4.1 SECTION 1: COVER LETTER AND EXECUTIVE SUMMARY

Section 1 of the proposal document shall contain a cover letter providing an introduction to the attached proposal response and stating that the proposal meets the Owner's requirements. The cover letter shall be signed by a person authorized to make the proposal by the Offeror's company. This section shall also contain an Executive Summary overview of the system, equipment and services proposed.

L.4.2 SECTION 2: TABLE OF CONTENTS

Section 2 of the proposal document shall contain a complete table of contents for the proposal.

L.4.3 SECTION 3: MANDATORY SUBMITTALS

Section 3 of the proposal document shall contain all mandatory submittals for bonding, insurance, affidavits and other required certificates or statements.

L.4.4 SECTION 4: PROPOSER'S QUALIFICATIONS

Section 4 of the proposal document shall contain descriptions of the Offeror's qualifications to execute this project, provide resumes of key personnel who will work on the project, etc.

L.4.5 SECTION 5: COMPLIANCE MATRIX

L.4.5.1 Section 5 of the proposal document shall contain compliance statements on both a general and on a paragraph-by-paragraph basis. Offeror shall explicitly state that their offering is fully compliant with the requirements except as specifically noted.

L.4.5.2 In addition, Offerors shall supply one of the following statements in response to each numbered paragraph or section of the solicitation.

- a. COMPLY - A response statement of "COMPLY" shall be used if the proposal meets or exceeds all of the specified requirements.
- b. COMPLY WITH EXCEPTION - A statement of "COMPLY WITH EXCEPTION" shall be used if most, but not all of the specified requirements are met. The requirements which are not met must be explained in detail.
- c. EXCEPTION - A statement of "EXCEPTION" shall be used if the proposal does not substantially meet the specified requirements. Failure to indicate any exceptions shall be interpreted that the Offeror fully intends to comply with all solicitation requirements as written. Explanation must be made for each item for which exception is taken, giving in detail the extent of the exception, and the reason for which it is taken. DISTRICT OF COLUMBIA reserves the right to give consideration or waivers for these exceptions.
- d. Additional explanation, description, or clarification may be supplied to amplify the above responses, however the

statement of COMPLY, COMPLY WITH EXCEPTION, or
EXCEPTION shall control.

L.4.6 SECTION 6: DESCRIPTION OF SYSTEM AND SERVICES

Section 6 of the Proposal shall contain a detailed description of the proposed system and services to be provided. Block diagrams, equipment layouts, and equipment lists shall be included to provide a complete and comprehensive description. Offerors may include information describing additional functionality, competitive advantages, and/or cost effectiveness of their system, even if not required by this solicitation.

L.4.7 SECTION 7: DESCRIPTION OF PROPOSED EQUIPMENT AND SOFTWARE

Section 7 of the proposal solicitation shall contain the detailed description of the system component equipments including cut sheets, specifications, manuals, diagrams, etc.

L.4.8 SECTION 8: PROJECT IMPLEMENTATION

L.4.8.1 Section 8 of the proposal solicitation shall provide information on project implementation including project management approach, project team, detailed description of work to be performed, project schedule, etc.

L.4.8.2 Offerors shall submit a project timetable including the delivery schedule and installation of all equipment from award of contract to final acceptance. This project schedule must detail the installation at each location identified.

L.4.9 SECTION 9: ADDITIONAL INFORMATION

Section 9 of the proposal document shall contain additional information which Offeror believes will materially augment the proposal but which does not fall into any of the above categories.

L.4.10 SECTION 10: PRICING

Section 10 of the proposal document shall contain itemized system and equipment pricing using the sheets and formats as contained in Section B for both the BASE PROPOSAL and OPTIONS. **The pricing section shall be provided in a separate binder within the sealed package.**

L.4.11 No OPTIONS shall be included in the BASE PROPOSAL amount. OPTIONS shall be priced separately.

L.5 Proposal Content

- a) All requested information and submittals shall be provided with the Proposal, except as specifically requested to be provided “post-award”.
- b) Provide other information related to the upgrades, to be provided as options, or for clarifying purposes.
- c) Provide complete and detailed information for each strategy proposed in order to expedite this process and achieve DISTRICT OF COLUMBIA’s schedule requirements. Propose other alternatives not listed here, which in the Offeror’s opinion, should be considered by DISTRICT OF COLUMBIA. However, ensure that the numbering format is closely followed to ease inter-comparison of proposals.
- d) If the Offeror proposes additional system design alternatives, provide detailed information including descriptions, diagrams, and pricing in the response submission. Clearly indicate it is a design alternative and identify any cost/benefit of the proposed alternative(s).
- e) Describe fully how the requirements for the following areas shall be met:
 - i. Adherence to any applicable Federal, State, and local laws, ordinances, or regulations governing work to be performed and/or the systems to be supplied.
 - ii. “As-built” documentation of system/ design, installation, testing, etc. including:
 - iii. Other “as-built” solicitation required for maintenance and repair.
 - iv. Testing of equipment, etc.
 - v. Documentation of testing and acceptance testing results.
 - vi. Demonstration of the performance and operation of all systems, sub-systems, and field equipment according to proposal / specification.
 - vii. Operation and maintenance and software manuals per contract.
 - viii. Training

L.6 Project Management

The offeror shall describe how it intends to successfully manage this project:

- a) Provide a detailed, CPM project schedule that addresses all items on the critical path including identification of all major tasks, milestones, and long lead items.
- b) Identify on the schedule any upgrades that can be implemented and placed in service before final acceptance of the system.
- c) Provide all assumptions used in calculating the schedule. These assumptions shall be validated by DISTRICT OF COLUMBIA to assist in a final schedule agreement.

- d) The offeror shall describe the experience the offeror's organization has had in managing similar projects: deployment and operations of a mobile wireless video system in a public safety environment.

L.7 System Requirements

- a) Identify proposed capabilities relative to the existing system. All deviations from existing system capabilities shall be noted and explained in the proposal.
- b) Describe how the system upgrade meets each requirement.
- c) Provide a detailed description of any system functions that the proposed system is capable of providing even though not specifically requested by this solicitation.
- d) Provide an overall system block diagram that represents the proposed system configuration.
- e) Provide equipment drawings detailing equipment connectivity and rack elevation drawings for the proposed system configuration.
- f) All equipment in the equipment list shall be shown and referenced on the drawings.

- g) The offeror shall describe the different components of the proposed solution, how they interrelate. In particular the offeror shall provide
 - i. Block diagrams representing the overall system and subsystems,
 - ii. A description of the video system and subsystems
- h) The offeror shall describe the required interface for the video camera.
- g) The offeror shall specify what wireless network interface it will support.
- h) If the solution proposed by the offeror includes a GPS, the offeror shall describe the interface requirements of the GPS unit, including the interface protocol.
- i) The offeror shall describe the technical standards the proposed solution is using, In particular the offeror shall describe what standardized video codecs it supports. The offeror shall specify if the required IP standard features listed in the following section are supported. For each non-supported IP feature standard, the offeror shall describe if it plans to do so, and when does it plan to do so
- j) The offeror shall list any proprietary software and components that are part of the proposed solution
- k) Performance: The offeror shall provide the video quality performance of its solution. In particular, for each videocodec the solution proposes, the offeror shall assess what bandwidth the solution requires to meet the video quality requirement specified in this solicitation.
- l) The offeror shall also indicate as well the Mean Time Between Failures (MTBF) of each key components of the system
- m) Solution reliability: The offeror shall evaluate the proposed solution reliability: reliability of the integrated system as well as reliability of each key component, level of redundancy. The offeror shall identify single point of failure.
- n) Capacity scalability: The offeror shall describe how its solution scales from 1 to 10, 10 to 50, 50 to 100, 100 to 500 mobile video units. It shall describe what

additional hardware or software is necessary to do so. It shall specify what is limit to the number of mobile video units the solution is able to support.

- o) System monitoring and management capabilities: The offeror shall describe the system management capability, in particular how access rights are managed, what are the alarms capability of the proposed solution.
- p) The offeror shall provide the roadmap of its video solution offerings
- q) The offeror shall provide necessary drawings and technical description of its vehicle installation design.

L.9 Hardware and Software

- a) Provide detailed equipment lists for the proposed system configuration(s).
- b) Identify long lead items and minimum ordering dates for these items that would facilitate implementation of a compressed schedule if necessary.
- c) Provide complete information and pricing for all proposed equipment and services.
- d) Describe one (1) year warranty maintenance commencing upon final system acceptance by the District.
- e) Describe any optional extended warranties.
- f) Describe all environmental and operational upgrades including heat, cooling, electrical, and grounding, etc.

L.10 Installation

- a) The offeror shall install the system as defined in the approved detailed design of the system.
- b) Before the installation of any equipment, the offeror shall submit to THE DISTRICT OF COLUMBIA a draft Site Preparation Report. The offeror shall incorporate any and all comments received from THE DISTRICT OF COLUMBIA into the final document.
- c) The offeror shall be responsible for installing all equipment necessary for the operation of the system as described in this solicitation.
- d) Installation of equipment shall comply with installation specifications included in this solicitation
- e) After equipment installation, the offeror shall submit an Installation Completion Report.
- f) The offeror shall incorporate any and all comments received from THE DISTRICT OF COLUMBIA into the final document.
- g) The offeror and a DISTRICT OF COLUMBIA representative shall conduct an initial and final walk-through to determine operational conditions.
- h) The installation shall be done in accordance with the overall system project schedule and implementation plan.

- i) Installation at any or facility (or vehicle) shall not commence without written approval.
- j) The offeror shall install the equipment within the designated space as proposed in the installation plan.
- k) Access to all existing DISTRICT OF COLUMBIA facilities shall require prior coordination with THE DISTRICT OF COLUMBIA, or its representatives.
- l) The offeror shall develop a labeling system and shall mark all installed equipment and associated termination hardware using easy-to-read identification labels.
- m) The labels shall describe the equipment details and/or cable termination points in accordance with the final design drawings.
- n) The offeror shall provide, a list of recommended parts with pricing and stocking levels required to sustain operation of the system for 1 year.
- o) The offeror shall provide as built documentation for each vehicle
- p) The network equipment shall be installed in the DISTRICT OF COLUMBIA facilities by skilled personnel who will be available for support maintenance and operation of the system
- q) The offeror and THE DISTRICT OF COLUMBIA representative shall check that the installation at each vehicle has been performed correctly and is compliant with the original network design and specifications.

L.11 Testing

- a) .The offeror shall perform the acceptance test plan in compliance with the approved acceptance test plan and that each system and each subsystem is operational and meets all functional requirements system
- b) The offeror shall validate the technical performance specifications of the proposed technology.
- c) The offeror shall conduct tests that include lab tests, on-site measurements as well as field measurements (drive tests).
- d) The offeror shall provide the results of those tests in a written report that compared the actual measured results to the performance as stated by the offeror in the response to this solicitation.
- e) After approval by THE DISTRICT OF COLUMBIA of the Acceptance Test Plan, the offeror shall perform the tests as per that plan, with oversight and validation by THE DISTRICT OF COLUMBIA.

L.12 Training

- a) Describe in detail standard system administrator and maintenance training programs, including all delivered manuals, handbooks, drawings, and CD based materials, etc.

- b) Provide a preliminary training schedule for review and approval by DISTRICT OF COLUMBIA.
- c) The offeror shall identify all available training classes and for each describe the scope, duration, and prerequisites.
- d) The offeror shall provide adequate training to THE DISTRICT OF COLUMBIA's personnel. This training shall include technical and system manager training, as well as other necessary training identified by the offeror.

L.13 Maintenance

- a) Describe recommended enhancements or modifications that shall improve availability, reliability, and performance, and/or lower overall operating costs for DISTRICT OF COLUMBIA.
- b) Service Contract Options: Provide a detailed description of the services offered. This shall include preventative maintenance on the fixed infrastructure and emergency services response on the fixed infrastructure.
- c) Fully describe, in detail, any conditions under which the warranty terms may be voided, due to action or inaction by DISTRICT OF COLUMBIA. Examples include maintenance or repair work done by others, etc.
- d) Parts Availability: Describe process to escalate and expedite repair activities.

L.14. Proposal Submission Data and Time and Late Submissions, Late Modifications, and Late Withdrawals

L.14.1 Submission of Proposal

The contractor shall submit one original, ten (10) hard copies, and one (1) electronic copy of its response to this SOLICITATION. The contractor's proposal must be received no later than **2:00 PM Eastern Time on May 25, 2007**, at the following address:

Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street NW, Suite 703
Washington DC, 20001
Attn: William E. Sharp/Dee Chambers
DCTO-2007-Q-0053
Mobile Video System For DC Fire Department

L.15 Proposal/Modifications to Proposal/Withdrawals

L.15.1 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 no later than the fifth (5th) calendar day before the date specified for receipt of offers;
 - i. 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 after receipt; or
 - ii. The proposal is the only proposal received.

L.16 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 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.17 Late Submissions

A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.18 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.19 Late Proposals

A late proposal, late modification or late 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.20 Hand Delivered or Mailing of Proposals

DELIVER OR MAIL TO:

Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street NW, Suite 703
Washington DC, 20001
Attn: William E. Sharp/Dee Chambers
DCTO-2007-Q-0053
Mobile Video System For DC Fire Department

L.21 Explanation to Prospective Offerors

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. **Please submit questions via e-mail to William.Sharp@dc.gov and Delores.Chambers@dc.gov** . The District may not consider any questions received less than 10 calendar days before the date set for submission of proposal. 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.22 Failure to Submit Offers

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer, --

William E. Sharp
Contracting Officer
Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street NW Suite 930 South
Washington, DC 20001
Telephone: 202-727-5274
Fax: 202-727-1679
E-mail: William.Sharp@dc.gov

by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, that future

solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.23 Proposal Protests

Any actual or prospective bidder, 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 prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or 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 this 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.24 Signing of Offers

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. 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.25 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.26 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.27 Proposal Costs

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

L.28 Acknowledgement of Amendments

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; 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.29 Acceptance Period

The offeror agrees that its offer remains valid for a period of 180 days from the solicitation's closing date.

L.30 Prior and Pending Litigation

The offeror shall list and summarize in the Attachment Section of the proposal any criminal prosecution involved in, litigation between the company and the District of Columbia, Federal Government or any other entity, claims and litigation involving any bribery activities, class actions involving discrimination complaints and antitrust suits and civil litigation within the last five (5) years involving the company, parent or subsidiary organization or any subcontractor.

L.31 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 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 Government'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.32 Legal Status of Offeror

L.32.1 Each proposal must provide the following information:

Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

L.32.2 District of Columbia, if required by law to obtain such license, registration or 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.32.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.32.4 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.33 Standards of Responsibility

- L.33.1 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.33.2 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.33.3 Furnish 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.33.4 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.33.5 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.33.6 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.33.7 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.33.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non responsible.

L.34 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.35 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, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.36 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.11 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

_____ William E. Sharp, Contracting Officer
Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street NW, Suite 930 South
Washington, DC 20001
202 727-5274
William.Sharp@dc.gov

L.37 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.38 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.38.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

L.38.2 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.

L.38.3 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.38.4 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."

Section M - Evaluation Factors

M.1 Evaluation for Award

- M.1.1 The contract will be awarded to the responsible offeror whose offer is most advantageous to the DISTRICT OF COLUMBIA, 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 OF COLUMBIA in making an intelligent award decision based upon the evaluation criteria.
- M.1.2 The award decision shall be based on several factors, including price, operational risk, compliance with the technical and project management requirements as indicated in the section below.
- M.1.3 It is critical that the offeror provide complete and detailed information for this proposal in order to expedite this process and achieve DISTRICT OF COLUMBIA's schedule requirements. The offeror is encouraged to propose other alternatives not listed here, which in the offeror's opinion, should be considered by DISTRICT OF COLUMBIA. However, ensure that the "Requirements" numbering format is closely followed to allow comparison of proposals.
- M.1.4 If the offeror proposes additional system design alternatives, provide detailed information including descriptions, diagrams, and pricing in the response submission. Clearly indicate it is a design alternative and identify any cost/benefit of the proposed alternative(s).
- M.1.5 The evaluation of responses received will include an initial review and a final detail review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or budget of the request, and that fail to satisfy the mandatory requirements.
- M.1.6 In addition, before the contract award, the District of Columbia might request a field demonstration of the capabilities of the proposed technology.
- M.1.7 This demonstration could take place before the delivery of the proposal at a District of Columbia location. The demonstration of the technology shall include at a minimum:

- a. The automatic booting of the mobile unit of the proposed solution on vehicle ignition
 - b. The transmission of real-time streaming video from a vehicle to a fixed location over the current District operated wireless transmission network. WARN (PCMCIA card and associated driver, or wireless modem with a RJ-45 interface will be provided to this effect. The throughput required to achieve the video quality performance requirement stated in this solicitation will be measured.
 - c. The remote control e.g. Pan, Tilt and Zoom (PTZ) of the camera from the fixed central location (Command Center for instance)
 - d. The remote control e.g. Pan, Tilt and Zoom (PTZ) of the camera from the mobile unit (if applicable)
 - e. The capability of viewing the transmitted video at the fixed location
 - f. The capability of the mobile unit to store the video locally if this option is proposed
 - g. The capability of the mobile unit to store the video at a central location if this option is proposed
- M.1.8 The selection of offerors for contract awards will be based on an evaluation of the proposals using several factors.

M.1.9 The factors considered may include, but are not limited to:

- a. Demonstrated understanding of customer requirements.
- b. Soundness of technical approach and compliance to the District's technical specifications.
- c. Demonstrated experience with similar projects and establishment of offeror on the market place.
- d. The vision the offeror has for evolution of the proposed technology (Road map),
- e. The flexibility and the financial commitment of the commercial proposal,
- f. Sufficient level of detail for technical and pricing submittals.

M.2 Technical Rating

The Technical Rating Scale is as follows:

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

Each evaluation criteria will be given a score from the chart above, then weighted and then added together for ranking purposes.

M.3 Technical Evaluation Criteria (50 Points total)

M.3.1 Selection of offerors for contract awards shall be based on an evaluation of the proposals using several factors.

M.3.2 Factors considered may include, but are not limited to:

- a. PROPOSAL (20 points total)
- b. Responsiveness to solicitation requirements. This includes in particular:
 - i. Scope and extent of equipment and services the bidder includes in its proposal,
 - ii. Completeness of the information provided
- c. Demonstrated experience with similar projects. Key elements of the requested experience include:

- d. Demonstrated understanding of customer requirements. The DISTRICT OF COLUMBIA will pay particular attention to:
 - i. The vision the offeror has for evolution of the proposed technology (Road map),
 - ii. The flexibility and the financial commitment of the commercial proposal,
- e. Sufficient level of detail for technical and pricing submittals. Specific attention will be given to:
 - i. The offeror's installation and construction standards,
 - ii. The completeness of detail pricing as described in section B
- b. **EQUIPMENT AND SERVICES (30 points total)**
 - Compliance to the DISTRICT OF COLUMBIA's technical specifications. Specific attention will be given to:
 - i. Throughput required to obtain video quality described in requirements
 - ii. Flexibility of software use
 - iii. Reliability of equipment
 - Soundness of technical approach and feasibility of design. This in particular will look into:

M.3.3 Price Evaluation Criteria (50 Points total)

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

$$\frac{\text{Lowest cost/price proposal} \times \text{weight}}{\text{cost/price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.4 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.4.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law

16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.2 General Preferences

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

- M.4.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.4.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.4.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.5.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

- M.5.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.5.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.6 **Maximum Preference Awarded**

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

M.6.1 **Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture

partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.7 Vendor Submission for Preferences

M.7.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.7.2 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.7.3 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.7.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.7.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements. Register on line – <http://lsdbe.dslbd@dc.gov>