

SOLICITATION, OFFER, AND AWARD		1. Caption Technical Support for SOCC and CCTV		Page of Pages 1 44	
2. Contract Number	3. Solicitation Number DCTO-2007-R-0048	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 4/13/2007	6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside-LSDBE <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, NW, Suite 930S Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001		

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00:00 PM EDT local time 14-May-07
(Hour) (Date)

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

10. For Information Contact	A. Name Maribel Torres		B. Telephone (Area Code) (Number) (Ext) 202 727-8264		C. E-mail Address maribel.torres@dc.gov
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OFFER

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia



Office of Contracting & Procurement

SECTION B – SUPPLIES OR SERVICES AND PRICE

B.1. This contract is for Information Technology (IT) Support Services.

B.2. This is a labor hour contract with fixed labor rates.

B.2.1. The fixed labor rates include all wages, overhead, general and administrative expense and profit.

B.2.2. The estimated ceiling amount for labor is shown below.

B.2.3. The Contractor shall not exceed the estimated ceiling amount without prior authorization from the Contracting Officer in the form of a modification to this contract. The contractor shall not be paid for any labor hours in excess of the ceiling.

B.3 Designation of Solicitation for Certified Local Small Disadvantage Business Enterprise. (LSDBE).

B.4 Period of Performance shall be from date of award through one year thereafter.

B.4.1. BASE PERIOD

CONTRACT ITEM NUMBER (CLIN)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Senior IT Architect	2,080	Hours	\$	\$
0002	Network Engineer	2,080	Hours	\$	\$
0003	Technical Lead	2,080	Hours	\$	\$
0004	Video Specialist	2,080	Hours	\$	\$
				TOTAL	\$
0005	24 x 7 operation during emergency, heightened alert, or specific public events – (Refer to Section C.3.3.)		As needed	\$	\$

B.4.2. OPTION PERIOD 1

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Senior IT Architect	2,080	Hours	\$	\$
0002	Network Engineer	2,080	Hours	\$	\$
0003	Technical Lead	2,080	Hours	\$	\$
0004	Video Specialist	2,080	Hours	\$	\$
				TOTAL	\$
0005	24 x 7 operation during emergency, heightened alert, or specific public events – (Refer to Section C.3.3.)		As needed	\$	\$

B.4.3. OPTION PERIOD 2

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Senior IT Architect	2,080	Hours	\$	\$
0002	Network Engineer	2,080	Hours	\$	\$
0003	Technical Lead	2,080	Hours	\$	\$
0004	Video Specialist	2,080	Hours	\$	\$
				TOTAL	\$
0005	24 x 7 operation during emergency, heightened alert, or specific public events – (Refer to Section C.3.3.)		As needed	\$	\$

B.4. This contract contains no requirements for supplies, hardware, or software.

C.1. SCOPE:

- C.1.1.** The Metropolitan Police Department of the District of Columbia (MPDC) is in need of contractual services to provide technical support for the Department's Synchronized Operations Command Center and its associated computers and technologies. The contractor shall provide varying levels of engineering and technical services, maintenance and support for the multitude of law-enforcement and citizen-centric based software and law -enforcement applications, operating systems, local (LAN) and wide area (WAN) networks: the framework of MPDC's Information Technology (IT) program. The contractor shall also provide contingency IT support to the MPDC in preparing for and responding to national and local policing emergency situations; supporting both strategic and tactical IT planning efforts.
- C.1.2.** The contractor shall provide support for Novell and Windows server administration, hardware installation, workstation configuration, SOCC IT help desk support, security, configuration management and video teleconferencing administration. The I.T. Support includes a citywide wireless Closed Captioned Television network system, providing contingency IT support for managing audio/visual (including monitors/plasma screens) and Information Technology (IT-related) issues in the Synchronized Operations Command Complex (SOCC). This includes the three areas associated to the SOCC: (1) Command Information Center (CIC), (2) Intelligence Operations Command Center (IOCC) and (3) the 'epicenter' of the SOCC – the Joint Operations Command Center (JOCC).
- C.1.3.** The contractor's abilities must include considerable depth in information resource management; capable of quick response to requirements for windows-based expertise; to perform and forecast change in emerging law enforcement technology modernization and provide specialized technical knowledge or technology upgrades. As new requirements arise, the contractor shall be capable of providing resources to meet the I.T Challenges that set the direction for the Agency's law enforcement Programs. Support will be managed from a central location (MPDC Headquarters), but will require on-site support visits to field locations, (30+ sites). The MPDC CIO, The OFOS Director, their Deputies, or their duly appointed representative will direct the prioritization of all tasks.

C.2. BACKGROUND

C.2.1. MPD WIRELESS CCTV INFRASTRUCTURE

The Metropolitan Police Department has successfully deployed a citywide wireless CCTV network throughout the District of Columbia. This has proved invaluable in the ability of MPD staff to communicate effectively during civil disobedience control as well as support of national emergencies and events involving heightened security.

Police personnel in the Synchronized Operations Command Complex (SOCC) use the information from the wireless CCTV network to assist in planning and coordinating ground activities. Therefore, requirements for utilization of the wireless CCTV network is driven by MPD's Office of Field Operations Support as required

by current events and policing priorities. It is critical that this wireless network be immediately available when required, and for the network to be at near – 100% availability during crises when it is most needed.

C.2.2. MPD CAMERA DISPLAY: The Metropolitan Police Department’s MPDC Cameras are displayed via television monitors located in the SOCC, JOCC, IOCC and the CIC - Command Information Bridge. Servers and wireless camera video equipment such as the Close Captioned Television Cameras (CCTV) have been setup in the Command Bridge conference room to retrieve the feeds and display them on the monitors. Successful transmission and clear viewing of these images is critical to allowing MPD management to identify and respond to threats and emergency situations.

C.2.3. JOCC MANAGEMENT: The Metropolitan Police Department’s Joint Operations Command Center (JOCC) is utilized during normal business hours, Monday through Friday, for command crime briefings. The JOCC is also used for other MPD staff briefings on an as needed basis. The JOCC is also utilized by MPD and several Federal and city agencies for the monitoring and coordinating of law enforcement activities during times of emergency or heightened alert. The JOCC has requirements for contractor support in the areas of desktop management, video teleconferencing, and audio/visual control. This requirement extends to 24x7 operations during times of emergency, heightened alert, or specific public events. These times of heightened alert are directed by the Office of the Chief of Police in coordination with Federal directives, such as the “color based” method of threat determination. Threat levels of Orange or Red require activation and operation of the JOCC until the threat level is reduced. A wartime situation would likely necessitate JOCC activation and operation.

C.2.4. VIDEO TELECONFERENCING: The Metropolitan Police Department utilizes a Video TeleConferencing, (VTC) system to communicate between inter and intra-agencies. There is also a direct connection between the Office of the Chief of Police and the Office of the Mayor. Various types of Tandberg hardware and Accord software are used to facilitate secure Video Teleconferencing communication. Video teleconferencing is used especially during emergencies and JOCC operation for meetings and presentations – including the weekly Chief’s district-wide roll calls.

C.2.5. INTERAGENCY COMMUNICATION SUPPORT: MPD works with other agencies such as the DC Emergency Management Agency, Washington Metropolitan Area Transit Authority, and Capitol Police – to name a few - to share information. Equipment is in place or available to permit this data to be sent and received. This network needs to be maintained in order to assure consistent communications with other agencies who have public safety responsibilities during crisis situations. The network needs to be available at near-100% levels, and must be able to transmit pictures as well as standard data.

C.2.6. SOCC NETWORK SUPPORT: The SOCC is a subnet within the MPDC network and has many resources that are specific to the SOCC that are not shared with other MPDC divisions. Network equipment is in place to support these networks and keep them functional and secure. The network is especially important during times of emergency. Emergency situations also place more demands on the network, which requires full-time support to be able to maintain near 100% availability.

C.2.7. SOCC DESKTOP SUPPORT: The SOCC desktops are standard installations, which are designed for compatibility, security and stability. Occasional desktop modifications are necessary to keep up with technology and departmental changes and requirements. While the JOCC and SOCC are both activated, many agencies utilize these systems. As a result, interagency staff requires additional support and training to maximize their utilization of the JOCC and SOCC. They may also have specific needs for communication with their home agency that require additional assistance from IT staff.

C.2.8. BASELINE SERVICES: The SOCC supports over 200 users during an activation of the JOCC and daily activities. The users share over 150 PC' s and over 10 laser printers. The SOCC is utilized by a number of Federal and city agencies to coordinate a law enforcement efforts which can require the use of secret level communication. These times of heightened alert are directed by the Office of the Chief of Police in coordination with Federal directives.

The contractor for the Temporary Secure Work Areas (TSWA) within the SOCC must be available 24x7 and must be capable of working in a secure "Secret Level" work environment, providing constant IT support for all IT and video equipment and network services being utilized (to include, but not limited to data encryption devices, STU/STE phones, secure facsimile, secure VTC, etc.).

The day-to-day break-fix support, installation, maintenance and repair of this equipment in all areas of the SOCC (both secret and non-secret levels) is critical to the day-to-day service efforts provided by the IT Operations Support Unit. Some of these services include but are not limited to:

C.2.8.1. Administering Operating Systems (e.g. NT, 2000, Linux, Novell and Microsoft Windows) that in turn support all mission critical servers and applications that OCIO – IT Operations support with SOCC Operations.

C.2.8.2. Performing and supporting server-level hardware upgrades where required.

C.2.8.3. Providing MPDC staff I.T. technical support that control and monitor user access and maintaining system security for all production systems. Security authority will be administered by MPDC staff. I.T. rights will be issued or on an as-needed basis. All system change requests will be reviewed by the MPD Change Control Board (CCB).

C.2.8.4. Supporting Inter-Web and Intra-Web servers and environments.

C.2.8.5. Performing assigned information technology activities involved with headquarters and field locations, including de-installation and reinstallation of servers, workstations and related equipment as directed by the OCIO in accordance with plans defined by SOCC.

C.2.8.6. Maintaining and enhancing a backup and restore of data located on Windows NT, Windows 2000, Linux, Microsoft and Novell platforms. This will be conducted throughout every calendar day.

- C.2.8.8.** Staffing to resolve problems escalated by MPDC staff in less than 2 hours of escalation.
- C.2.8.9.** Allocating system storage and conducting capacity planning
- C.2.8.10.** Maintaining and enhancing configuration management procedures used by MPDC and support staff to operate the SOCC technologies.
- C.2.8.11.** Documenting procedures, applications and operating guides on the technology and operational needs. Documentation is to be written in English (non-technical jargon) and in electronic (soft-copy) format using standard windows office applications such as MS word, Excel and/or PowerPoint - without security restriction for future editing purposes.
- C.2.8.12.** Providing support for LAN and application servers that allows 24 hours 7 days per week availability.

C.2.9. SOFTWARE ANALYSIS

The Metropolitan Police Department's Office of the Chief Information Officer (OCIO) occasionally requires the development or augmentation of specific software applications for internal use. These applications vary from data manipulation and reporting to web-based information retrieval.

C.2.10. NETWORK METRICS

The Chief Information Officer is required from time to time to report on the state of IT services to the Chief of Police and other city officials. One important criterion is the availability of network services and the speed at which those services are available throughout the District. The Vendor is to operate the network and provide real-time utility statistics and reports within half an hour (30mins) of request.

C.3. REQUIREMENTS

The contractor shall augment the current MPD staff with the resources necessary to design, integrate and document the following requirements:

- C.3.1. MPDC SOCC/JOCC WIRELESS INFRASTRUCTURE:** The contractor shall provide staff to maintain and operate the SOCC/JOCC network services to achieve an availability of 100% of the time when using a combination of primary and backup network operations services. The Contractor shall monitor the primary LAN services so that the switch to wireless services is accomplished without disruption to the operations. The Contractor shall provide services for adds, moves, removal and repair of equipment, upgrades to software and firmware, and provide systems management services that keep the SOCC/JOCC functional and responsive on a 24 hour, seven days per week, 365 days per year on-site-coverage basis. The services to address incidents are to be addressed immediately. Any incident that cannot be quickly resolved due to the absence of parts or operational support outside the scope of the vendor will be monitored and reported to the SOCC/JOCC operations staff until the incident is addressed.

C.3.2. MPDC CAMERA DISPLAY: The contractor shall provide staff to maintain, and operate the video servers, setup transmission of feeds between the server and monitor/display screen, troubleshoot and solve problems in video feed transmission, provide Layer 1 services as necessary (cabling, port switching and other break fix activity) to maintain and improve camera display. The contractor shall support the video feeds as directed by the JOCC/SOCC management during normal operations and Command Control during special events.

C.3.3. JOCC MANAGEMENT: The contractor shall provide management services and staffing to activate the JOCC IT operational services within one hour of notification by the MPDC COTR that supports the Office of Field Operations Support. The contractor shall provide services related to network management, desktop configuration, video teleconferencing, and audio/video presentation. Personnel assigned to the JOCC shall be able to activate the JOCC, including all desktop machines, video teleconferencing, and audio/visual systems. The contractor shall staff the JOCC so as to provide Monday thru Friday personnel coverage from 6am until 12 midnight. The contractor shall also staff to permit for emergency 24x7 and Saturday /Sunday callback support for the JOCC as the emergency requires. All essential contractors are required to report to MPD HQ or designated location and the FTE Supervisor or COTR:

C.3.3.1. within an hour of activation.

C.3.3.2. report using all modes of communication: by phone, fax, page, email and/or digital radios to the COTR and immediate MPD FTE supervisor.

C.3.4. VIDEO TELECONFERENCING: The contractor shall provide services to support video teleconferencing operations. This may include conference setup and configuration, upgrades of software or hardware enhancement, vendor dispatching for damaged equipment, and replacement of MPD-provided projector bulbs. The contractor may be required to work with outside agencies that are participating in the video teleconferencing sessions. The contractor shall be able to modify the transmission medium (IP-based vs. ISDN connection) in response to system requirements or outages.

C.3.5. INTERAGENCY COMMUNICATION SUPPORT: At the direction of the OFOS the Contractor shall support services that permit MPD to share data with other agencies. These agencies include, but are not limited to, the Washington Metropolitan Area Transit Authority (WMATA), DC Emergency Management Agency (EMA) and Capitol Police. The contractor shall maintain existing equipment and install new MPD-provided equipment to enhance transmission among the agencies. The contractor shall coordinate with these other agencies to ensure that they are receiving desired transmissions, and will work to maintain reasonable network throughput subject to hardware, software, and other limitations. These transmissions involve both data and video information. Interagency support is most critical during crisis times, and the contractor shall provide on-site support at non-MPD agencies as required to ensure consistent communications.

- C.3.6. SOCC/JOCC NETWORK SUPPORT:** The contractor shall provide services to enhance and maintain the JOCC, CIC and IOCC IT services. This involves activities at all three of the bottom layers of the OSI network model and includes cabling, router configuration, switch configuration, firewall and network security management, file server management, Internet and email availability, wireless fidelity (WiFi) and all other network support functions. The contractor shall maintain availability by telephone 24x7x365 for support calls at all times. During emergencies, the contractor shall directly support the network to ensure near-100% availability. Also, the contractor shall manage the network in such a way as to accommodate the higher levels of traffic associated with emergency activities and the additional multi-agency staff which the JOCC supports when operational.
- C.3.7. SOCC DESKTOP SUPPORT:** The contractor shall provide desktop support services to maintain and enhance the desktop computing environment. This includes modifications to the desktop computing platform (normally directed by the MPD Chief Information Officer and Director of Field Operations Support); updates to drivers, image reloads, new image development and testing, on-site and on-call desktop support for users, training, and any other desktop support functions. The contractor shall maintain availability by telephone 24x7x365 for support calls. During times of emergency, the contractor shall directly support desktop activities. This is of special importance while the JOCC is activated, as officials from other agencies work in the JOCC and have special desktop support requirements.
- C.3.8. BASELINE SERVICES:** The contractor shall augment and support MPDC OFOS - SOCC in the installation of new servers and PC's, software analysis, on-site PC support, and asset management. The contractor shall provide service in the following Baseline Services areas on a daily basis: Customer Support, System Administration, Product Evaluation, System Upgrade, Configuration Management and Continuity of Operations.
- C.3.9. NETWORK METRICS:** The contractor shall develop weekly and ad hoc reports as required by the OCIO and OFOS so as to determine server and network availability and throughput.
- C.3.10. TECHNOLOGY REFRESH:** The contractor shall deploy government-purchased Replacement PCs and laser printers at the SOCC area - as required.
- C.3.11. TRAVEL:** No travel outside the Washington DC Metropolitan area is expected for the duration of this contract.
- C.3.12. DISASTER RECOVERY:** The contractor shall provide expertise and capabilities to provide risk analysis and avoidance planning. The contractor shall provide expertise and capabilities to develop and assist in the development of the risk assessment, system security plans and other documentation in the event of a network, server, and camera outage/failure. The contractor shall evaluate develop and implement features, products, and procedures to address disaster recovery as part of prevention planning. The contractor shall identify and assign personnel to address specific recovery procedures in the event of a catastrophic hardware, software and

telecommunications failure.

C.3.13. CONTRACTOR MANAGEMENT: The contractor may be called upon to coordinate IT service activities with other vendors. For example, the contractor shall report the equipment incident to the helpdesk and coordinate equipment repairs the appropriate vendor; and will conduct a quality assurance review of the repair to ensure that the equipment was repaired and is able to be returned to operational service. MPDC will provide contact information for each vendor for which the contractor will be required to coordinate services.

C.3.14. TRANSPORTATION: The contractor shall provide transportation for field engineers to visit the MPDC facilities within the District of Columbia. The contractor shall acquire and provide proof of insurance that holds the MPDC harmless of any liability incurred in the operation of the vehicle. The contractor shall not utilize or operate government sanctioned-vehicles.

C.3.15. GOVERNMENT PROPERTY: The Government will furnish the contractor office space, desk, telephones (cabled) electronic mail accounts and network connections. The Contractor shall provide PC' s and cell phones for their respective staff. The Contractor staff must be reachable en route to service calls as well as while working at one of the MPDC buildings.

C.3.16. SENSITIVE REQUIREMENTS AND SUITABILITY SCREENING: The following paragraphs apply to anyone granted access to the MPDC network and to such information/data released to the contractor, which the COTR identifies as sensitive:

C.3.16.1. The work to be performed hereunder and data released to the contractor shall be treated as sensitive in nature and will not be discussed with or released to anyone except Government employees assigned to the project and the contractor' s personnel working on the project.

C.3.16.2. Additionally, the contractor shall follow the COTR' s instructions for all contract employees to pass background checks as stipulated by the Department. Clearance level may vary according to position due to the sensitivity of data exposed to or the level of system administration privilege provided to perform the contractor duties and responsibilities. Contractors must submit to fingerprinting and a background check. Additionally, the contractor shall follow the COTR' s instructions for the proper storage and destruction of such materials. Contractual employees may not report to work site until above screening requirements have been satisfied.

C.3.16.2.1 The contractor must ensure that a contractual employee with an active, up-to-date "Secret Level" clearance is available on a 24x7/365 days per year basis to support SOCC TSWA meetings/conferences.

C.3.16.3. The contractor shall have the responsibility of having any employees working under this contract and having access to information that the COTR has identified as sensitive under this contract, execute the following statement.

C.3.16.3.1.I, (employee name), employed by (contractor name) have been granted conditional access to sensitive information or data by the Government of the District of Columbia. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of providing baseline services or other technical services to the MPDC Information Technology services project. I will never divulge any MPDC sensitive information or data, orally or in writing, obtained through work performed under this contract. I will not disclose any sensitive information or data to any persons, except as authorized by the COTR. If I violate the terms and conditions of this agreement, I understand that the unauthorized disclosure of sensitive information or data could compromise the security of the Department. I also understand that the unauthorized disclosure of sensitive information or data may result in me cancellation of my conditional access to this type of information and data and that the District of Columbia may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed therein, not to divulge may constitute a criminal offense.

The contractor shall maintain these statements, with copies provided to the contracting officer and COTR.

C.3.17. REPORTING REQUIREMENTS: Deliverables and Progress reports shall be submitted to all MPDC OCIO personnel identified by MPDC. Progress reports shall be completed weekly and include accomplished and outstanding tasks, overall project status, issue identification and mitigation plans, hours worked for previous week and hours planned for following week, and revised project plans and schedules. The designated contractor Point of Contact (POC) shall be the principal interface with the government. Proper documentation, walkthrough and sign-off will be required.

C.3.18. ADDITIONAL INFORMATION: 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, provide orderly hand-over of work products and deliverables to designated District representative. Provide equipment, personnel and systems as necessary to support the work of the project.

C.3.19. DELIVERABLE REQUIREMENTS:

C.3.19.1. Collect and document project constraints for cost, schedule and quality. Obtain approval from the District representative for proposed scope changes.

C.3.19.2. Throughout the performance of the listed items, coordinate with District employees and other consultants/contractors employed by the District.

C.3.19.3. Provide 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.

C.3.19.4. Develop, obtain approval for, and execute a quality control plan. Provide periodic senior management supervision of the work in this contract in order to provide quality control of the contractor's work. Report findings to District representative with propose actions. Provide this service at least every week. Provide signed employee's timesheets every week with the actual hours worked.

C.3.19.5. Continuously monitor the status of contractor's work hereunder and update status, providing District management timely information regarding possible problems and proposed action required to mitigate such problems.

C.3.19.6. Continuously communicate status of the work relative to the approved schedule. Every week provide an updated, status schedule for the contractor's work.

C.3.19.7. Provide reporting and communications in copies and form requested by the designated District representative.

C.3.19.8. Assign a senior manager as the Contractor's chief representative for this contract. This representative shall have the authority to make binding decisions between its organization and the other team members. This representative will be in charge of all members of the Contractor team assigned to the project and will be the main contact. All correspondence, conferences, meetings and questions concerning the project directed to the Contractor and its subcontractors will be through this person.

C.3.19.9. Provide resumes and other support information necessary to prove that proposed personnel meet the qualification requirements described in the District of Columbia Information Technology Services supply schedule contract.

C.3.19.10. The District may direct the contractor to remove any contractor staff that the District finds unacceptable, and the contractor shall immediately remove (and replace with new individual satisfactory to the District, if requested) such personnel.

C.3.19.11. Provide project management, administrative management and administrative support necessary for the work hereunder. This support shall be provided at no cost to the District, unless the District specifically pre-approves assignment of personnel dedicated to such tasks.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2) years, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES

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

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

Name: Office of the Controller/Agency CFO

Address: _____

Telephone: _____

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

G.4 PAYMENT

G.4.1 PARTIAL PAYMENTS: Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a. The amount due on the deliveries warrants it; or
- b. The Contractor requests it and the amount due on the deliveries are in accordance with the following: Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B.

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
Address: 441 4th Street, N.W, Suite 971N
Washington, DC 20001
Telephone: 202-727-5274

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:

Kimberly M. Thorpe
Metropolitan Police Department
Office of the Chief Information Officer
IT Operations
300 Indiana Avenue, NW #5117
Washington, DC 20001

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

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

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.6 PROTECTION OF PROPERTY:

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

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

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

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

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

H.9 DISTRICT RESPONSIBILITIES

H.9.1 The District will provide minimum office space required to carry out contractor's responsibility in accordance with this contract.

H.10 WAY TO WORK AMENDMENT ACT OF 2006

H.10.1 Except as described in H.10. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.10.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.10.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

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

H.10.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.10.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.10.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.10.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.10.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

- I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an

operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified

portions shall remain subject to these restrictions.

- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required

certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

I.8.1.1 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

I.8.1.2 Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.

I.8.1.3 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.1.4 Errors and Omissions Liability Insurance, \$1,000,000 limits per claim.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103 Rev. No. 2. dated November 7, 2006

J.1.2 Living Wage Act Fact Sheet

J.1.3 Living Wage Act Notice

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

J.2.1 LSDBE Certification Package

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

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
 - 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.

- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above :

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

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.7 TAX CERTIFICATION

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCTO-2007-R-0048, MPD-Technical Support for SOCC and CCTV and name of offeror.

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

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

L.3.1 Proposal Submission

Proposals must be submitted no later than **2:00 PM on May 14, 2007**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **10 days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **10 days** before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack

of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise William E. Sharp, Contracting Officer, Office of Contracting and Procurement, IT Services Group, 441 4th Street, N.W, Suite 971N, Washington, DC 20001, (202) 727-5274, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, IT Services Group 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, IT Services Group that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

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

William E. Sharp
Contracting Officer
Office of Contracting and Procurement
Address: 441 4th Street, N.W, Suite 971N
Washington, DC 20001
Telephone: 202-727-5274
william.sharp@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

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

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **10 a.m. on April 30, 2007 at 441 4th Street, NW, Conference Room 1117, Washington, D.C. 20001.** Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than two working days after the pre-proposal conference in order to generate an official answer. Official answers will be posted on the OCP website at www.ocp.dc.gov.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (70 Points)

M.3.1.1 Technical Knowledge and experience - **(40 Points)**

M.3.1.2 Skills (Technical background and management) - **(30 Points)**

M.3.2 PRICE CRITERIA (30 Points)

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

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

M.3.3 PREFERENCE (12 Points Maximum)

M.3.3.1 Small Business Enterprise (SBE) – 3 Points

M.3.3.2 Resident-Owned Business Enterprise (ROB) – 3 Points

M.3.3.3 Local Business Enterprise (LBE) - 2 Points

M.3.3.4 Principal Office Located in an Enterprise Zone (DZE) – 2 Points

M.3.3.5 Disadvantaged Business Enterprise (DBE) – 2 Points

M.3.3.6 Longtime Resident Business (LRB) – 10 Points

M.3.4 Maximum Preference Awarded

M.3.1 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.3.5 TOTAL (112 Points)

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.5.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.5.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.