

<b>SECTION A: SOLICITATION, OFFER, AND AWARD</b>		1. Caption Law Enforcement Information Management System		Page of Pages 1   50	
2. Contract Number	3. Solicitation Number <b>DCTO-2008-B-0113</b>	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Federal Supply Schedule	5. Date Issued <b>April 7, 2008</b>	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside <input type="checkbox"/> GSA	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 971 North Washington, DC 20001 Annie R. Watkins, Contracting Officer		8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW Suite 703 (Bid Room) Washington, DC 20001			

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

**SOLICITATION**

9. Sealed offers in original and	6	copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the			
bid counter located at	see block 8 of this form		until	<b>10:00 AM</b>	local time <b>May 12, 2008</b>
			(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 Mark Valliere, Contracting Specialist	B. Telephone (Area Code) (Number) (Ext) 202 727-0084			C. E-mail Address <a href="mailto:mark.valliere@dc.gov">mark.valliere@dc.gov</a>
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11. Table of Contents

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

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

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of on behalf of the Office of Cable Television and Telecommunications (OCTT) is seeking a contractor(s) to provide equipment that will meet the technical requirements needed to facilitate OCTT's High-Definition facility upgrade. All equipment must be delivered to OCTT within a maximum of 30 calendar days of award.

**B.2** The District contemplates award of fixed price contract(s) by Contract Line Item Number (CLIN).

**B.3 Price Schedule**

CLIN	DESCRIPTION	Qty	U/ M	Price Per Unit	Total Price
001	6 Way Bal. 1GHz Vertical Splitter TONER XGVS6 or Equal  Manf: _____ Model: _____	1			
002	17" Wall Mount LCD TV / Monitor with Audio MARSHALL VLCD17TV or Equal  Manf: _____ Model: _____	1			
003	10x2.5" LCD Rack Mount Monitor MARSHALL VR25P or Equal  Manf: _____ Model: _____	4			
004	Analog Audio Patchbay 2RU 2X48 ADC PPB314MKIVHN-BG or Equal  Manf: _____ Model: _____	2			
005	Video Patch Panel 2RU 2X32 ADC PPI2232RSMVJBK or Equal  Manf: _____ Model: _____	2			
006	SD to Analog Audio Embedder/Disembedder AJA D10CEA or Equal  Manf: _____ Model: _____	6			
007	Power Supply AJA DWP or Equal  Manf: _____ Model: _____	18			

008	HD/SD 4 Channel Analog Audio Embedder/Disembedder AJA HD-10AMA or Equal  Manf: _____ Model: _____	6			
009	HDSDI to Analog Video Converter AJA HD10C2 or Equal  Manf: _____ Model: _____	6			
010	Tilt Wall Mount CHIEF PLP2095 or Equal  Manf: _____ Model: _____	3			
011	Wall Plate Interface EXTRON 60-782-11 or Equal Manf: _____ Model: _____	3			
012	LCD 40" SONY FWD40LX1/BI or Equal  Manf: _____ Model: _____	3			
013	Companion Speaker Set SONY SSSP40FW/B or Equal  Manf: _____ Model: _____	3			
014	Power Supply AJA DWP or Equal  Manf: _____ Model: _____	3			
015	HD-SDI to DVI Converter AJA HDP or Equal  Manf: _____ Model: _____	3			
016	20" LCD TV SONY MFM-HT205 or Equal  Manf: _____ Model: _____	3			
017	Wall Mount CHIEF FTR-4100 or Equal  Manf: _____ Model: _____	3			

018	40" LCD TV SONY KDL-40S2400 or Equal  Manf: _____ Model: _____	<b>1</b>			
019	Flat Wall Mount CHIEF PST2045 or Equal  Manf: _____ Model: _____	<b>1</b>			
020	BPR-40 Programming Cable Motorola BPR40 A8 or Equal  Manf: _____ Model: _____	<b>1</b>			
021	UHF 2-way Radios Motorola BPR-40 or Equal  Manf: _____ Model: _____	<b>6</b>			
022	16 output, 64 input KVM switch, rack mount kit, AMWorks software Avocent AMX5010-AM or Equal  Manf: _____ Model: _____	<b>2</b>			
023	Single desktop user station w/local PC connection, skew comp, audio Avocent AMX5130-001 or Equal  Manf: _____ Model: _____	<b>29</b>			
024	Single desktop user station w/local PC connection, Avocent AMX5111-001 or Equal  Manf: _____ Model: _____	<b>3</b>			
025	USB Dual System Interface Module for AMX switch Avocent AMIQDM-USB or Equal  Manf: _____ Model: _____	<b>54</b>			
026	PS2 dual system interface, audio, serial for AMX switch Avocent AMIQDM-PS2 or Equal  Manf: _____ Model: _____	<b>7</b>			
027	Browser based IP single port digital KVM switch Avocent DSR1024P-001 or Equal  Manf: _____ Model: _____	<b>3</b>			

028	Power Supply MAGENTA 8020069-03 or Equal  Manf: _____ Model: _____	<b>2</b>			
029	Patch Cord Holder ADC PPH or Equal  Manf: _____ Model: _____	<b>5</b>			
030	3' Blue Audio Patch Cord ADC B3 or Equal  Manf: _____ Model: _____	<b>10</b>			
031	6' Red Audio Patch Cord ADC R6 or Equal  Manf: _____ Model: _____	<b>10</b>			
032	5 Bay Base Unit APW BRB-530 or Equal  Manf: _____ Model: _____	<b>1</b>			
033	3' Green Video Patch Cord ADC G3VX or Equal  Manf: _____ Model: _____	<b>15</b>			
034	6' Violet Video Patch Cord ADC V6VX or Equal  Manf: _____ Model: _____	<b>15</b>			
035	Conversion Plug to BNC Adapter ADC CP1051G or Equal  Manf: _____ Model: _____	<b>10</b>			
036	Rack Slide Kit for MSW/HDW/DVW VTRs SONY RMM131A or Equal  Manf: _____ Model: _____	<b>1</b>			
037	6' RS422 Patch Cord ADC PC4226BK or Equal  Manf: _____ Model: _____	<b>10</b>			

038	Rack Mount Kit FEC RKSPAJ250 or Equal  Manf: _____ Model: _____	<b>1</b>			
039	MultiView UTx Universal MAGENTA 4003212-03 or Equal  Manf: _____ Model: _____	<b>1</b>			
040	Transmitter or Equal  Manf: _____ Model: _____				
041	Rack Mount Kit PANASONIC RAK-95-250 or Equal  Manf: _____ Model: _____	<b>1</b>			
042	MultiView AK500 Receiver MAGENTA 4003299-01 or Equal  Manf: _____ Model: _____	<b>1</b>			
043	Wall Mount Analog Audio ICON Block ADC I24A-MKIV or Equal  Manf: _____ Model: _____	<b>4</b>			
044	Custom Rack Slide f/PRXLX1 FEC RSIOLX1 or Equal  Manf: _____ Model: _____	<b>2</b>			
045	AES Distribution Amplifier SNELL IQAES0001-1A or Equal  Manf: _____ Model: _____	<b>2</b>			
046	Rack Mount Analog Audio ICON Block ADC I96BMKIV or Equal  Manf: _____ Model: _____	<b>3</b>			
047	DVI Extension Cable GEFEN CAB-HDTV-150MM or Equal  Manf: _____ Model: _____	<b>1</b>			

048	Rack Mount Video ICON Block ADC VI-48BK or Equal  Manf: _____ Model: _____	<b>2</b>			
049	Pull Out VTR Shelves BLACK TOTALLY RACKS RA-SF1U23-Slide or Equal  Manf: _____ Model: _____	<b>10</b>			
050	Wall Mount Video ICON Block ADC VIW24 or Equal  Manf: _____ Model: _____	<b>4</b>			
051	Digital Audio Baluns – Gender Selectable ADC BAL-XLR-BNC-F or Equal  Manf: _____ Model: _____	<b>20</b>			
052	Digital Audio Baluns – Gender Selectable ADC BAL-XLR-BNC-M or Equal  Manf: _____ Model: _____	<b>20</b>			
053	45RU 30" Deep Rack System w/ Base, Bar, Door, Power & Sides APW BRF4530RACKS or Equal  Manf: _____ Model: _____	<b>1</b>			
054	45RU 36" Deep Rack System w/ Base, Bar, Door, Power & Sides APW BRF4536RACKS or Equal  Manf: _____ Model: _____	<b>1</b>			
055	Video DA SNELL IQVDA0006-2A or Equal  Manf: _____ Model: _____	<b>8</b>			
056	SDI I/O for SD93 PANASONIC AJYA94G or Equal  Manf: _____ Model: _____	<b>1</b>			
057	Analog Audio DA SNELL IQBDA7S-2A-RD or Equal  Manf: _____ Model: _____	<b>6</b>			

058	45RU 36" Deep Rack System w/ Base, Buss Bar Door & Power APW BRF4536RACK or Equal  Manf: _____ Model: _____	3			
059	Six Input Powered Monitor Speaker System WOHLER ATSC-DVB-1 or Equal  Manf: _____ Model: _____	2			
060	Data Patch Panel ADC VP2232MK2BK or Equal  Manf: _____ Model: _____	3			
061	Analog Audio Patchbay 2RU 2X48 ADC PPB314MKIVHN-BG or Equal  Manf: _____ Model: _____	6			
062	Scan Converter ANALOG WAY XTD920-HDAG or Equal  Manf: _____ Model: _____	1			
063	DVCPro 50 Recording VCR PANASONIC AJ-SD93 or Equal  Manf: _____ Model: _____	1			
064	45RU 30" Deep Rack System w/ Base, Buss Bar Door & Power APW BRF4530RACK or Equal  Manf: _____ Model: _____	5			
065	Dolby E Decoder for DTV Program DOLBY DP572 or Equal  Manf: _____ Model: _____	1			
066	Dolby Frame Sync DOLBY DP583 or Equal  Manf: _____ Model: _____	1			
067	IQH3A 3 Rack Unit Enclosure w/ Ethernet/SNMP SNELL IQH3A-S-P or Equal  Manf: _____ Model: _____	14			

068	Pro DVD Authoring/Recording Dual Drive PIONEER PRVLX1DW or Equal  Manf: _____ Model: _____	<b>1</b>			
069	SDI and AES/EBU Input Board PIONEER PRABD11 or Equal  Manf: _____ Model: _____	<b>2</b>			
070	SDI and AES/EBU Output Board PIONEER PRABD12 or Equal  Manf: _____ Model: _____	<b>2</b>			
071	Bravo XRP DVD±R/CD-R (16x/48x) Primeia 63780 or Equal  Manf: _____ Model: _____	<b>1</b>			
072	Server XR 2 gig ram XP Pro 140gig HD Primeia 63800 or Equal  Manf: _____ Model: _____	<b>1</b>			
073	UPS System TRIPP LITE SU 2200RTXL2Ua or Equal  Manf: _____ Model: _____	<b>21</b>			
074	De-multiplexer with analog audio DAC SNELL IQMX2115-1A or Equal  Manf: _____ Model: _____	<b>11</b>			
075	SDI to Analog Video Converter SNELL IQMSES-1AS or Equal  Manf: _____ Model: _____	<b>11</b>			
076	Audio and Video A/D converter SNELL IQDEC0318-2A or Equal  Manf: _____ Model: _____	<b>11</b>			
077	HD Up/Down/Cross Converter SNELL IQUDC0027-2A or Equal  Manf: _____ Model: _____	<b>7</b>			

078	REMUX SNELL IQMUX4226-1A or Equal  Manf: _____ Model: _____	<b>44</b>			
079	Management of up to 30 SNELL ROLLMAP-30 or Equal  Manf: _____ Model: _____	<b>1</b>			
080	Rollcall Middleware Services SNELL ROLLMIDSRV or Equal  Manf: _____ Model: _____	<b>1</b>			
081	Rollcall PC Network Card SNELL POLLPCI or Equal  Manf: _____ Model: _____	<b>1</b>			
082	RollPod16c SNELL ROLLPOD16-C or Equal  Manf: _____ Model: _____	<b>1</b>			
083	DVCPRO100 HD VTR PANASONIC AJ-HD1400 or Equal  Manf: _____ Model: _____	<b>1</b>			
084	Video Patch Panel 2RU 2X32 ADC PPI2232RSMVJBK or Equal  Manf: _____ Model: _____	<b>25</b>			
085	VTM Monitor HD/SD-SDI Package VIDEOTEK VTM4100PKG A3 or Equal  Manf: _____ Model: _____	<b>3</b>			
086	Adv.Audio Analysis Option VIDEOTEK VTMAOPT3 or Equal  Manf: _____ Model: _____	<b>3</b>			
087	HD-SDI DA SNELL IQSDA0126-1A or Equal  Manf: _____ Model: _____	<b>31</b>			

088	Automatic Changeover System w/ Dual PS EVERTZ 5600ACO2 or Equal  Manf: _____ Model: _____	1			
089	Combo Master Sync & Clock Generator w/ Redundant PS EVERTZ 5600MSC2PSGPHTGMSTGT or Equal  Manf: _____ Model: _____	2			
090	Digital Clock 1RU EVERTZ 1201DD or Equal  Manf: _____ Model: _____	1			
091	400' Interface Cable for GPS EVERTZ WAT11 or Equal  Manf: _____ Model: _____	2			
092	HDCAM VTR with Dolby-E and AC-3 audio SONY HDWM2000/20 or Equal  Manf: _____ Model: _____	1			
093	ISDN interface TELOS 2001-00075 or Equal  Manf: _____ Model: _____	1			
094	2X12POTS 12 Line Hybrid System TELOS 200100068 or Equal  Manf: _____ Model: _____	1			
095	2x12 Desktop Director Station TELOS 200100071 or Equal  Manf: _____ Model: _____	1			
096	Assistant Producer For 2X12 Call Screening Software TELOS 300100001 or Equal  Manf: _____ Model: _____	1			
097	LCD, 45" Full 1920x1080 HD SHARP PN455 or Equal  Manf: _____ Model: _____	2			

098	DVI Extension Cable GEFEN CAB-HDTV-150MM or Equal  Manf: _____ Model: _____	2			
099	Floor Stand and Mount CHIEF PFB2084SB or Equal  Manf: _____ Model: _____	2			
100	19' LCD Panel VIEWSONIC VP930B or Equal  Manf: _____ Model: _____	3			
101	RollPod 12C- Configurable Operational Control Panel SNELL ROLLPOD12C or Equal  Manf: _____ Model: _____	2			
102	Six Input Powered Monitor Speaker System WOHLER ATSC-DVB-1 or Equal  Manf: _____ Model: _____	2			
103	VTM Monitor HD/SD-SDI VIDEOTEK VTM4100PKGA3 or Equal  Manf: _____ Model: _____	2			
104	Adv.Audio Analysis Option VIDEOTEK VTMAOPT3 or Equal  Manf: _____ Model: _____	2			
105	Rackmount LCD Monitor VIDEOTEK FSM-17WSRK or Equal  Manf: _____ Model: _____	2			
106	HDTV TV 20" Flat Panel VIEWSONIC N2060W or Equal  Manf: _____ Model: _____	11			
107	Pipe mount vertical or horizontal CHIEF FSP-4100 or Equal  Manf: _____ Model: _____	10			

108	24" 1920x1200 LCD Display DELL 2407WFP or Equal  Manf: _____ Model: _____	6			
109	17" LCD Panel VIEWSONIC VP720b or Equal  Manf: _____ Model: _____	6			
110	Powered Monitor Speaker System HD-SDI/SDI inputs WOHLER VMMDA-1 or Equal  Manf: _____ Model: _____	2			
111	Server Control Panel DNF 2044CL-O-8 or Equal  Manf: _____ Model: _____	2			
112	Six Input Powered Monitor Speaker System WOHLER ATSC-DVB-1 or Equal  Manf: _____ Model: _____	2			
113	VTM Monitor HD/SD-SDI VIDEOTEK VTM4100PKGA3 or Equal  Manf: _____ Model: _____	2			
114	Adv.Audio Analysis Option VIDEOTEK VTMAOPT3 or Equal  Manf: _____ Model: _____	2			
115	Digital Clock 1RU EVERTZ 1201DD or Equal  Manf: _____ Model: _____	2			
116	32" LCD Display SONY FWD32LX1R/BI or Equal  Manf: _____ Model: _____	2			
117	40" LCD Display SONY FWD40LX1/BI or Equal  Manf: _____ Model: _____	4			

118	Flat Wall Mount CHIEF PST2045 or Equal  Manf: _____ Model: _____	6			
119	Power Supply AJA DWP or Equal  Manf: _____ Model: _____	6			
120	HD-SDI to DVI Converter AJA HDP or Equal  Manf: _____ Model: _____	6			
121	24" LCD HD Monitor Native 1080i w/ HD-SDI Input TVLOGIC LVM240W or Equal  Manf: _____ Model: _____	3			
122	HDTV DVI-D Fiber Optic Cable 150 ft (M-M) GEFEN CAB-HDTV-150MM or Equal  Manf: _____ Model: _____	12			
123	24" LCD HD Monitor Native 1080i w/ HD-SDI Input TVLOGIC LVM240W or Equal  Manf: _____ Model: _____	1			
124	LCD 40" SONY FWD40LX1/BI or Equal  Manf: _____ Model: _____	2			
125	Tilt Wall Mount CHIEF PLP2095 or Equal  Manf: _____ Model: _____	2			
126	Power Supply AJA DWP or Equal  Manf: _____ Model: _____	4			
127	HD-SDI to DVI Converter AJA HDP or Equal  Manf: _____ Model: _____	2			

128	HD/SD 8 Channel Analog Audio Embedder/Disembedder AJA HD10-AM or Equal  Manf: _____ Model: _____	2			
129	Protoool setup 065-6508 Two 3.0 GHzDual-Core Intel Xeon 065-6413 4GB (4x1gb) 065-6363 ATI radeon X1900XT 512MB(2 xDual-link DVI) 065-6690 160GB 7200-rpm Serial ATA 3Gb/s 065-6745 500GB 7200Rpm Serial ATA3 Gb/s 065-6507 two 16x SuperDrives 065-6725 Both Bluetooth 2.0 EDR and Airprt Extreme 065-6245 Mac OS X - U.S. English 065-62544 Accessory Kit Apple ZOD8 or Equal  Manf: _____ Model: _____	1			
130	Finisar 2.125Gbps RoHS Compliant Short-Wavelength SFP Transceiver APPLE TH817LL/A or Equal  Manf: _____ Model: _____	2			
131	Fiber Optic Cable LC-LC 50 Meters DVC M520-50m or Equal  Manf: _____ Model: _____	2			
132	Celerity FC-24XL, Two Gb Single Channel Host Adapter ATTO CTFC-21PS-000 or Equal  Manf: _____ Model: _____	2			
133	or Equal  Manf: _____ Model: _____				
134	HDTV DVI-D Fiber Optic Cable 150 ft (M-M) GEFEN CAB-HDTV-150MM or Equal  Manf: _____ Model: _____	2			
135	Gefen computer Audio Extender to 1000 feet over a CAT-5 cable GEFEN EXT-AUD-1000 or Equal  Manf: _____ Model: _____	2			

136	USB 2.0 Extender up to 150 feet (50 meters) from the CPU GEFEN EXT-USB-2.0 or Equal  Manf: _____ Model: _____	2			
138	24" 1920x1200 LCD Display DELL 2407WFP or Equal  Manf: _____ Model: _____	2			
139	Ikegami Connector set Consisting of: 2 simple fiber connector* 1Amp connector (Requires installation) Ikegami Connector Set or Equal  Manf: _____ Model: _____	24			
140	Ikegami Installation Assistance Ikegami or Equal  Manf: _____ Model: _____	1			
141	Multiformat HD-SDI/SD-SDI switchable input board (2-puts) for HTM2070/HTM1980/HTM1907/HTM2050/HTM2005HTM150 5.HTM1517R Ikegami DKM-511B or Equal  Manf: _____ Model: _____	1			
142	Ikegami HTM1517RRM15" HDTV/SDTV Multi-Format Color Monitor with 750TV Lines, rack mounting hardware package, embedded audio with 4ch/8ch level indicator available as factory option. Includes: AC cable, operation manual, rack mount (TTM- 20), rack adapter (A-TM15-50). Compatible signal formats (including optional boards) 480i (NTSC), 575i (PAL), 480p, 1035i, 1080i, 720P, 1080/24pSF HDTV : 1080i Analog Component (YPbPr or RGB) input standard 720p Analog Component (YPbPr or RGB) input standard HDTV: 480i/575i Analog Component (YPbPr of RGB) input standard Multiformat HD-SDI/SD-SDI switchable input board is option Ikegami HTM1517RRM or Equal  Manf: _____ Model: _____	2			
143	LCD, 45" FULL 1920X1080 HD PN455 SHARP or Equal  Manf: _____ Model: _____	3			

144	Mounting Bracket PLP-2045 Chief or Equal  Manf: _____ Model: _____	2			
145	Cisco Aironet 1100 AIR-AP1121G-A-K9 Cisco or Equal  Manf: _____ Model: _____	3			
146	D-Link Airspot DSA-3200 DSA-3200 D-LINK or Equal  Manf: _____ Model: _____	1			
147	Slot/Phillips Screwdriver Set Specialized Products 175X998 or Equal  Manf: _____ Model: _____	2			
148	Stanley Fat Max 26'8-m Rule Specialized Products 087X343 or Equal  Manf: _____ Model: _____	1			
149	Seven-Piece Cushion Screwdriver Set Specialized Products 060X983 or Equal  Manf: _____ Model: _____	2			
150	PanaVise, Standard Vise Combination Specialized Products 026X301 or Equal  Manf: _____ Model: _____	1			
151	SPC, Trimpot Adjustable Tool Specialized Products 300X090 or Equal  Manf: _____ Model: _____	5			
152	Screwdriver and Nutdriver Set Specialized Products 108X133 or Equal  Manf: _____ Model: _____	2			
153	Xcelite, Multi-Purpose Kit Specialized Products 108X123 or Equal  Manf: _____ Model: _____	1			

154	Journeyman High-Leverage Cable Cutter Specialized Products 060X134 or Equal  Manf: _____ Model: _____	2			
155	Four-Piece Precision Plier Kit Specialized Products C4 or Equal  Manf: _____ Model: _____	2			
156	Xcelite, Super Shear Flushcutter Specialized Products 094X175 or Equal  Manf: _____ Model: _____	5			
157	Handle Assembly Specialized Products 194X725 or Equal  Manf: _____ Model: _____	1			
158	Head Assembly Specialized Products 194X720 or Equal  Manf: _____ Model: _____	1			
159	10-18 AWG Single T-Stripper Specialized Products 370X210 or Equal  Manf: _____ Model: _____	2			
160	16-26 AWG Stranded T-Stripper Specialized Products 370X211 or Equal  Manf: _____ Model: _____	2			
161	6" Adjustable Wrench Specialized Products 083X106 or Equal  Manf: _____ Model: _____	1			
162	8" Adjustable Wrench Specialized Products 083X108 or Equal  Manf: _____ Model: _____	1			
163	10" Adjustable Wrench Specialized Products 083X110 or Equal  Manf: _____ Model: _____	1			

164	Vice-Grip 6 Inch Long Nose-Type Specialized Products 321X030 or Equal  Manf: _____ Model: _____	<b>1</b>			
165	4 Inch Vise-Grip Plier Specialized Products 321X015 or Equal  Manf: _____ Model: _____	<b>1</b>			
166	5 Inch Vise-Grip Plier Specialized Products 321X020 or Equal  Manf: _____ Model: _____	<b>1</b>			
167	7 Inch Vise-Grip Plier Specialized Products 321X055 or Equal  Manf: _____ Model: _____	<b>1</b>			
168	Vice-grip 4 Inch Long Nose- type Specialized Products 321X012 or Equal  Manf: _____ Model: _____	<b>1</b>			
169	SAE Open-End Wrench Set 1/4 Specialized Products 267X625 or Equal  Manf: _____ Model: _____	<b>1</b>			
170	Metric Open-End Wrench Set 6MM - 32MM Specialized Products 267X626 or Equal  Manf: _____ Model: _____	<b>1</b>			
171	Legend Multi-Plier Specialized Products 136X550 or Equal  Manf: _____ Model: _____	<b>1</b>			
172	4-Wire Banjo Adapter Specialized Products 350X156 or Equal  Manf: _____ Model: _____	<b>1</b>			
173	CAT III 1000-V DMM w/ Backlight Specialized Products 045X344 or Equal  Manf: _____ Model: _____	<b>1</b>			

174	Large Flat Shelf Utility Cart Specialized Products 473X125 or Equal  Manf: _____ Model: _____	<b>1</b>			
175	OK Industries, Fume/Smoke Absorber Specialized Products 122X655 or Equal  Manf: _____ Model: _____	<b>1</b>			
176	ESD-Safe Electronic Solder Station w/ LED Temp Screen 110-V Specialized Products 104X835 or Equal  Manf: _____ Model: _____	<b>1</b>			
177	Edsyn, Deluxe Desoldering Tool Specialized Products 038X017 or Equal  Manf: _____ Model: _____	<b>1</b>			
178	Master, "Master Mite" Heat Gun Specialized Products 066X008 or Equal  Manf: _____ Model: _____	<b>1</b>			
179	Multicore, Five-Core Wire Solder Specialized Products 072X322 or Equal  Manf: _____ Model: _____	<b>1</b>			
180	Multicore, Five-Core Wire Solder Specialized Products 072X318 or Equal  Manf: _____ Model: _____	<b>1</b>			
181	Chemtronics, Chem-Wick Rosin Desolder Braid, Gray 5' Specialized Products 348X501 or Equal  Manf: _____ Model: _____	<b>1</b>			
182	10BASE-T Crimp Tool Only Specialized Products 270X425 or Equal  Manf: _____ Model: _____	<b>1</b>			
183	DeWalt, Cordless Driver/Drill Specialized Products 395X385 or Equal  Manf: _____ Model: _____	<b>1</b>			

184	Heavy-Duty 1/4" 7.2-V Cordless High Torque Screwdriver Specialized Products 395X372 or Equal  Manf: _____ Model: _____	<b>1</b>			
185	Security and Alarm Kit Specialized Products 367X621 or Equal  Manf: _____ Model: _____	<b>1</b>			
186	PC Cable-Check Pro Specialized Products 170X744 or Equal  Manf: _____ Model: _____	<b>1</b>			
187	LanRover Pro Cat 5 Cable Tester Specialized Products 335X474 or Equal  Manf: _____ Model: _____	<b>1</b>			
188	12-Inch BNC/TNC Removal Tool Specialized Products 052X500 or Equal  Manf: _____ Model: _____	<b>2</b>			
189	TerminX Compression Tool Green 0.830 Specialized Products 304X490 or Equal  Manf: _____ Model: _____	<b>1</b>			
190	Cable Stripping Tool Specialized Products 272X848 or Equal  Manf: _____ Model: _____	<b>1</b>			
191	Black Mechanic's Tool Bag Specialized Products 081X200 or Equal  Manf: _____ Model: _____	<b>1</b>			
192	Navy Mechanic's Tool Bag Specialized Products 081X210 or Equal  Manf: _____ Model: _____	<b>1</b>			
193	Data Sure Strip Specialized Products 170X030 or Equal  Manf: _____ Model: _____	<b>1</b>			

194	No. 1 Unibit Specialized Products 321X001 or Equal  Manf: _____ Model: _____	<b>1</b>			
195	#2 Unibit Specialized Products 321X002 or Equal  Manf: _____ Model: _____	<b>1</b>			
196	#3 Unibit Specialized Products 321X003 or Equal  Manf: _____ Model: _____	<b>1</b>			
197	#4 Unibit Specialized Products 321X004 or Equal  Manf: _____ Model: _____	<b>1</b>			
198	13 Piece Titanium Drill Bit Set Specialized Products 395X018 or Equal  Manf: _____ Model: _____	<b>1</b>			
199	Cable Ringer Specialized Products 328X263 or Equal  Manf: _____ Model: _____	<b>1</b>			
200	CATV Cable Tone Test Set Specialized Products 367X402 or Equal  Manf: _____ Model: _____	<b>1</b>			
201	Coax Cable Cutter Specialized Products 270X625 or Equal  Manf: _____ Model: _____	<b>1</b>			
202	8" Coaxial Cutter Specialized Products 300X076 or Equal  Manf: _____ Model: _____	<b>2</b>			

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of on behalf of the Office of Cable Television and Telecommunications (OCTT) is seeking a supplier to provide equipment that will meet the technical requirements needed to facilitate OCTT's High-Definition Facility Upgrade Project.

This HDTV Project will position OCTT in a manner that enables it to effectively compete with other broadcast facilities for production business on a national, regional and local level.

### **C.2 BACKGROUND**

The Office of Cable Television & Telecommunications (OCTT) is a District of Columbia Government agency that operates under the Executive Office of the Mayor. The agency is responsible for regulating cable television and similar video system operators in the District of Columbia. The OCTT is the District government agency responsible for enforcing the laws that regulate the provision of cable television and similar video distribution systems that occupy the public right-of-ways in the District of Columbia. The OCTT also manages and operates two government cable access channels; OCTT 13 and OCTT 16. These channels are available within the basic cable line-up for cable systems operated in the District of Columbia.

### **C.3 REQUIREMENTS**

The contractor(s) shall deliver all equipment stated below within a maximum of 30 calendar days of award, in good working order together with any manufacture warranties. Accuracy regarding the delivery of the particular items referenced in the attached schedule is of paramount importance and time is of the essence regarding the delivery of requested equipment.

#### **C.3.1 Television Equipment**

The contractor(s) shall provide the following list of equipment as specified in Section B.3.

## **SECTION D: PACKAGING AND MARKING**

### **D.1 REQUIREMENTS**

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.

### **D.2 DELIVERY INSTRUCTIONS**

The Contractor shall notify Maliaka Scott at 202-671-0066 forty-eight (48) hours in advance of delivery.

## **SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

**E.2** Upon delivery of the equipment, OCTT will conduct a complete inspection of the equipment. Included in the inspection will be the following:

1. Inventory of all equipment
2. Physical inspection of all equipment

**E.3** OCTT will prepare and forward to the contractor a detailed punch list of any open or incomplete items. The contractor will have two (2) days to complete all punch list items, at which time OCTT will re-inspect the equipment.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The Contractor must deliver all equipment within a maximum of 60 calendar days of contract award.

### **F.2 SHIP TO LOCATION**

3000 Tilden Street, NW POD-P  
Washington, DC 20009  
Maliaka Scott  
202-671-0066 [maliaka.scott@dc.gov](mailto:maliaka.scott@dc.gov)

## **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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

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

**Name:** Office of Cable Television  
**Address:** 441 4<sup>th</sup> Street, NW, #890N  
Washington, D.C. 20001  
**Telephone:** 202-727-0333

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

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

Not Applicable

**G.4 PAYMENT**

**G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

**G.4.1.1** Unless otherwise specified in this contract, payment will be made on partial deliveries of goods 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 is at least \$1,000 or 50 percent of the total contract price.

**G.4.2 PARTIAL PAYMENTS**

**G.4.2.1** Unless otherwise specified in this contract, payment will be made on partial deliveries of goods or 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 item for which the price is stated separately in the contract".

**G.4.2.2** The District will pay the contractor for equipment delivered and accepted in accordance with the Price Schedule (B.3).

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

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

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

## **G.7 CONTRACTING OFFICER (CO)**

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

Annie Watkins  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 971- North  
Washington, D.C. 20001  
202-727-5274 [annie.watkins@dc.gov](mailto:annie.watkins@dc.gov)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

**G.9 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)**

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

Name: Robin Yeldell  
Title: Director of Operations  
Agency: Office of Cable Television  
Address: 3007 Tilden Street  
Washington, D.C. 20009  
Telephone: 202-671-0061

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

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PUBLICITY**

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

### **H.2 FREEDOM OF INFORMATION ACT**

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

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

**H.3.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. (“First Source Act”).

**H.3.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) 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.3.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

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

**H.3.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

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

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

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

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

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

making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

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

#### **H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.4.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.4.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

#### **H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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**H.5.2** 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.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 (1983) *et seq.*

**H.9 CONTRACTOR'S RESPONSIBILITY**

The contractor(s) shall take all necessary measures to ensure safe and timely delivery of equipment and is subject to financial claim in the event of damages to the same.

The contractor(s) shall make appropriate delivery and storage arrangements, and coordinate with authorized personnel at the delivery site, for the proper acceptance, handling, protection and storage of equipment so delivered.

## **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](http://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 coverages 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 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.

**I.8.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.

**I.8.3 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.8.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 ORDER OF PRECEDENCE**

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

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

**SECTION J: LIST OF ATTACHMENTS**

**J.1 Wage Determination No. 2005-2103 REV (04) dated 7/5/07**

**J.2 INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under the headings Information/Solicitation Attachments, with the exception of the Standard Contract Provisions that are referenced for information purposes only, shall be completed and incorporated with the bid.*

**J.2.2** Tax Certification Affidavit

**J.2.3** Cost/Price Data Package (complete and submit the 1st page (“Cost Price Disclosure Certification) only.

**J.2.4** Standard Contract Provisions (March 2007)

**J. 2.5** W-9

**J.2.6** Supplier Information Form

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

**K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The bidder, by checking the applicable box, represents that

(a) It operates as:

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

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

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

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.3 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

- 1) Is the person in the bidder’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

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

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

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

## **K.7 TAX CERTIFICATION**

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.2.

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends, but is not obligated, to award multiple order(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest-priced, complete bid(s).

### **L.2 BRAND NAME OR EQUAL**

- L.2.1** As used in this clause, the term “brand name” includes identification of products by make and model.
- L.2.2** If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the Invitation for Bids.
- L.2.3** Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- L.2.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid.
- L.2.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- L.2.6** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

- L.2.7** If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- L.2.8** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

### **L.3 REQUIREMENT FOR DESCRIPTIVE LITERATURE**

- L.3.1** Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.
- L.3.2** Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
- A. Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
  - B. The Contracting Officer, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

### **L.3 PREPARATION AND SUBMISSION OF BIDS**

- L.3.1** Bidders shall submit a signed original and three (3) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCTO-2008-B-0113.**
- L.3.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.3.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.3.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. **Bidders shall make no changes to the requirements set forth in the solicitation.**

**L.3.5** Contractor may submit bids for either CLIN or for all CLINS.

**L.4 FAMILIARIZATION WITH CONDITIONS (SERVICES)**

Bidders 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. Bidders 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.5 BID SUBMISSION DATE AND TIME**

Bids must be submitted **NO LATER THEN: 10:00 AM local time on May 12, 2008**

**L.6 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.7.1** Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.7.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be

the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.7.3 Late Submissions**

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

**L.7.4 Late Modifications**

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

**L.7.5 Late Bids**

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

**L.8 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section 8 of the cover page.

**L.9 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.10 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder 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 bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.11 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W., Suite 971-N, 202-727-8983, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the

Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.12 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the

time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids 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.

## **L.13 SIGNING OF BIDS**

**L.13.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.13.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder 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 14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

## **L.15 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

## **L.16 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.16.1** Name, address, telephone number and federal tax identification number of bidder;

**L.16.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.16.3** If the bidder 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.17 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.7.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.17.2** 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.17.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.17.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.17.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.17.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.17.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.17.8** 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.

## **SECTION M: EVALUATION FACTORS**

### **M.1 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

#### **M.1 Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone**

##### **M.1.1 General Preferences**

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

**M.1.1.1** For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

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

**M.1.2** Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

**M.1.3** Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

**M.1.3** Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

**M.1.4** Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

**M.3.1.2 Preferences for Certified Joint Ventures**

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

**M.3.1.3 Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside**

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

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

**For Example:**

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

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

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

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

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

**M.3.1.4**                    **Vendor Submission for Preferences**

**M.3.1.5**                    Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.3.1.6**                    Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.3.1.7**                    Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.3.1.8**                    Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.3.1.9**                    All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.