

|  |   |  |   |                                       |   |
|--|---|--|---|---------------------------------------|---|
| <b>SOLICITATION, OFFER, AND AWARD</b>  |   | 1. Caption<br><b>CCTV EQUIPMENT</b>  |   | Page of Pages<br><b>1</b>   <b>63</b> |   |
| 2. Contract Number   | 3. Solicitation Number<br><b>DCTO-2008-B-0170</b> | 4. Type of Solicitation<br><input checked="" type="checkbox"/> Sealed Bid (IFB)<br><input type="checkbox"/> Sealed Proposals (RFP)<br><input type="checkbox"/> Sole Source<br><input type="checkbox"/> Human Care Agreements<br><input type="checkbox"/> Emergency |   | 5. Date Issued<br><b>5/22/2008</b>    | 6. Type of Market<br><input type="checkbox"/> Open<br><input checked="" type="checkbox"/> Set Aside<br><input type="checkbox"/> Open with Sub-Contracting Set Aside |
| 7. Issued By:<br><b>Office of Contracting and Procurement<br/>Information Technology Unit<br/>441 - 4th Street, NW, Suite 973 North<br/>Washington, DC 20001</b> |   |  | 8. Address Offer to:<br><b>Office of Contracting and Procurement<br/>Bid Counter<br/>441 - 4th Street, NW, Suite 703 South<br/>Washington, DC 20001</b> |                                       |   |

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, N/W, Suite 703S, Bid Room, Washington, DC until 10:00 a.m. local time 23-Jun-08  
(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<br><u>Darlene Reynolds</u> | B. Telephone              |                             |       | C. E-mail Address<br><u>darlene.reynolds@dc.gov</u> |
|                             |                                    | (Area Code)<br><b>202</b> | (Number)<br><b>727-8903</b> | (Ext) |   |

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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 | 10 Calendar days % | 20 Calendar days % | 30 Calendar days % | ___ Calendar days % |
|---------------------------------|--------------------|--------------------|--------------------|---------------------|

| 14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION): | Amendment Number | Date | Amendment Number | Date |
|---|------------------|------|------------------|------|
|   |                  |      |                  |      |
|   |                  |      |                  |      |

## **SUPPLIES OR SERVICES AND PRICE**

### **B.1 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY**

B.1.1 This Invitation for Bids or Request for Proposals is designated for certified small business enterprise (SBE) offertory only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005.

B.1.2 An SBE must be certified as small in the procurement category of “Goods and Equipment and General Services in order to be eligible to submit a bid in response to this solicitation.

### **B.2 REQUIREMENTS**

B.2.1 The District contemplates the award of a Requirements Contract with Fixed Unit Prices.

B.2.2 The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause located at Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**B.3 BASE PERIOD 3 YEARS**

The duration of this phase will be from the contract award date to month thirty six (36).

| Contract Line<br>Item No.<br>(CLIN) | Item Description   | Price Per Unit | Estimated<br>Quantity | Maximum<br>Total Price |
|-------------------------------------|--|----------------|-----------------------|------------------------|
| CLIN 0001<br>C.2.3.1                | Category 1 High Performance<br>Network Pan/Tilt/Zoom Camera<br><br>Manufacturer _____<br>MFG # _____ | \$ _____       | 500                   | \$ _____               |
| CLIN 0002<br>C.2.3.2                | Category 1 High Performance<br>Network Fixed Camera<br><br>Manufacturer _____<br>MFG # _____         | \$ _____       | 1000                  | \$ _____               |
| CLIN 0003<br>C.2.3.3                | Category 2 Indoor/Outdoor Network<br>PTZ Camera<br><br>Manufacturer _____<br>MFG # _____             | \$ _____       | 500                   | \$ _____               |
| CLIN 0004<br>C.2.3.4                | Category 2 Indoor/Outdoor Network<br>Fixed Camera<br><br>Manufacturer _____<br>MFG # _____           | \$ _____       | 1500                  | \$ _____               |
| CLIN 0005<br>C.2.3.5                | Category 3 Indoor Fixed Dome<br>Network Hybrid Camera<br><br>Manufacturer _____<br>MFG # _____       | \$ _____       | 1500                  | \$ _____               |
| CLIN 0006<br>C.2.3.6                | Category 3 Indoor Wireless Network<br>Fixed Camera<br><br>Manufacturer _____<br>MFG # _____          | \$ _____       | 1000                  | \$ _____               |
| CLIN 0007<br>C.2.3.7                | Category 4 USB PC Camera<br><br>Manufacturer _____<br>MFG # _____                                    | \$ _____       | 3000                  | \$ _____               |
| CLIN 0008<br>C.2.3.8                | Optional Maintenance (per camera<br>category 1-3)<br><br>Manufacturer _____<br>MFG # _____           | \$ _____       | 3000                  | \$ _____               |
| CLIN 0009<br>C.2.3.9                | Optional Installation (per camera<br>category 1-3)<br><br>Manufacturer _____<br>MFG # _____          | \$ _____       | 3000                  | \$ _____               |

| Contract Line Item No. (CLIN) | Item Description   | Price Per Unit | Estimated Quantity  | Maximum Total Price |
|-------------------------------|--|----------------|---------------------|---------------------|
| CLIN 0010<br>C.2.3.10         | Optional Mounting Hardware (per camera CLIN)<br><br>Manufacturer _____<br>MFG # _____                | \$ _____       | 3000                | \$ _____            |
| CLIN 0011<br>C.2.3.11         | Optional Encoders<br><br>Manufacturer _____<br>MFG # _____   | \$ _____       | 3000                | \$ _____            |
| CLIN 0012<br>C.2.3.12         | Optional DVR<br><br>Manufacturer _____<br>MFG # _____  | \$ _____       | 500                 | \$ _____            |
| CLIN 0013<br>C.2.3.13         | Optional 1-Year Extended Warranty (per camera category 1-3)<br><br>Manufacturer _____<br>MFG # _____ | \$ _____       | 3000                | \$ _____            |
|                               |  |                | <b>Grand Total:</b> |                     |

**B.3 OPTION YEAR ONE**

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

| Contract Line Item No. (CLIN) | Item Description  | Price Per Unit | Estimated Quantity | Maximum Total Price |
|-------------------------------|---|----------------|--------------------|---------------------|
| CLIN 0001<br>C.2.3.1          | Category 1 High Performance Network Pan/Tilt/Zoom Camera<br><br>Manufacturer _____<br>MFG # _____ | \$ _____       | 500                | \$ _____            |
| CLIN 0002<br>C.2.3.2          | Category 1 High Performance Network Fixed Camera<br><br>Manufacturer _____<br>MFG # _____         | \$ _____       | 500                | \$ _____            |
| CLIN 0003<br>C.2.3.3          | Category 2 Indoor/Outdoor Network PTZ Camera<br><br>Manufacturer _____<br>MFG # _____             | \$ _____       | 500                | \$ _____            |
| CLIN 0004<br>C.2.3.4          | Category 2 Indoor/Outdoor Network Fixed Camera<br><br>Manufacturer _____<br>MFG # _____           | \$ _____       | 500                | \$ _____            |

| Contract Line Item No. (CLIN) | Item Description   | Price Per Unit | Estimated Quantity  | Maximum Total Price |
|-------------------------------|--|----------------|---------------------|---------------------|
| CLIN 0005<br>C.2.3.5          | Category 3 Indoor Fixed Dome Network Hybrid Camera<br><br>Manufacturer _____<br>MFG # _____          | \$ _____       | 500                 | \$ _____            |
| CLIN 0006<br>C.2.3.6          | Category 3 Indoor Wireless Network Fixed Camera<br><br>Manufacturer _____<br>MFG # _____             | \$ _____       | 500                 | \$ _____            |
| CLIN 0007<br>C.2.3.7          | Category 4 USB PC Camera<br><br>Manufacturer _____<br>MFG # _____                                    | \$ _____       | 500                 | \$ _____            |
| CLIN 0008<br>C.2.3.8          | Optional Maintenance (per camera category 1-3)<br><br>Manufacturer _____<br>MFG # _____              | \$ _____       | 1000                | \$ _____            |
| CLIN 0009<br>C.2.3.9          | Optional Installation (per camera category 1-3)<br><br>Manufacturer _____<br>MFG # _____             | \$ _____       | 1000                | \$ _____            |
| CLIN 0010<br>C.2.3.10         | Optional Mounting Hardware (per camera CLIN)<br><br>Manufacturer _____<br>MFG # _____                | \$ _____       | 500                 | \$ _____            |
| CLIN 0011<br>C.2.3.11         | Optional Encoders<br><br>Manufacturer _____<br>MFG # _____   | \$ _____       | 500                 | \$ _____            |
| CLIN 0012<br>C.2.3.12         | Optional DVR<br><br>Manufacturer _____<br>MFG # _____  | \$ _____       | 200                 | \$ _____            |
| CLIN 0013<br>C.2.3.13         | Optional 1-Year Extended Warranty (per camera category 1-3)<br><br>Manufacturer _____<br>MFG # _____ | \$ _____       | 1000                | \$ _____            |
|                               |  |                | <b>Grand Total:</b> |                     |

**B.4 OPTION YEAR TWO**

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

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit | Estimated Quantity | Maximum Total Price |
|-------------------------------|------------------|----------------|--------------------|---------------------|
|-------------------------------|------------------|----------------|--------------------|---------------------|

| Contract Line<br>Item No.<br>(CLIN) | Item Description   | Price Per Unit | Estimated<br>Quantity | Maximum<br>Total Price |
|-------------------------------------|--|----------------|-----------------------|------------------------|
| CLIN 0001<br>C.2.3.1                | Category 1 High Performance<br>Network Pan/Tilt/Zoom Camera<br><br>Manufacturer _____<br>MFG # _____ | \$ _____       | 500                   | \$ _____               |
| CLIN 0002<br>C.2.3.2                | Category 1 High Performance<br>Network Fixed Camera<br><br>Manufacturer _____<br>MFG # _____         | \$ _____       | 500                   | \$ _____               |
| CLIN 0003<br>C.2.3.3                | Category 2 Indoor/Outdoor Network<br>PTZ Camera<br><br>Manufacturer _____<br>MFG # _____             | \$ _____       | 500                   | \$ _____               |
| CLIN 0004<br>C.2.3.4                | Category 2 Indoor/Outdoor Network<br>Fixed Camera<br><br>Manufacturer _____<br>MFG # _____           | \$ _____       | 500                   | \$ _____               |
| CLIN 0005<br>C.2.3.5                | Category 3 Indoor Fixed Dome<br>Network Hybrid Camera<br><br>Manufacturer _____<br>MFG # _____       | \$ _____       | 500                   | \$ _____               |
| CLIN 0006<br>C.2.3.6                | Category 3 Indoor Wireless Network<br>Fixed Camera<br><br>Manufacturer _____<br>MFG # _____          | \$ _____       | 500                   | \$ _____               |
| CLIN 0007<br>C.2.3.7                | Category 4 USB PC Camera<br><br>Manufacturer _____<br>MFG # _____                                    | \$ _____       | 500                   | \$ _____               |
| CLIN 0008<br>C.2.3.8                | Optional Maintenance (per camera<br>category 1-3)<br><br>Manufacturer _____<br>MFG # _____           | \$ _____       | 1000                  | \$ _____               |
| CLIN 0009<br>C.2.3.9                | Optional Installation (per camera<br>category 1-3)<br><br>Manufacturer _____<br>MFG # _____          | \$ _____       | 1000                  | \$ _____               |
| CLIN 0010<br>C.2.3.10               | Optional Mounting Hardware (per<br>camera CLIN)<br><br>Manufacturer _____<br>MFG # _____             | \$ _____       | 500                   | \$ _____               |
| CLIN 0011<br>C.2.3.11               | Optional Encoders<br>Manufacturer _____<br>MFG # _____   | \$ _____       | 500                   | \$ _____               |

| Contract Line<br>Item No.<br>(CLIN) | Item Description  | Price Per Unit | Estimated<br>Quantity   | Maximum<br>Total Price |
|-------------------------------------|---|----------------|-------------------------|------------------------|
| CLIN 0012<br>C.2.3.12               | Optional DVR<br>Manufacturer _____<br>MFG # _____   | \$ _____       | 200                     | \$ _____               |
| CLIN 0013<br>C.2.3.13               | Optional 1-Year Extended Warranty<br>(per camera category 1-3)<br>Manufacturer _____<br>MFG # _____ | \$ _____       | 1000                    | \$ _____               |
|                                     |   |                | <b>Grand<br/>Total:</b> |                        |

**B.5 Quantity Discounts**

The bidder shall indicate and provide details on all quantity discounts associated with purchasing any of the CLIN items.

## SECTION C

### SPECIFICATIONS AND WORK STATEMENT

#### C.1 SCOPE

The District of Columbia is currently seeking a contractor to provide IP network capable video security cameras and peripherals, camera mounting accessories, camera installation and camera maintenance.

#### C.2 REQUIREMENTS

Mandatory requirements of all equipment specified herein are for the bidder to provide the camera or item indicated or a comparable camera or item that matches the specifications.

The District shall provide to the contractor a 30 day lead-time (calendar days) prior to requesting any line item described herein;

##### C.2.1 Technical Refresh

- a) The contractor shall notify the COTR within ten (10) business days of any notice of discontinuances, software patches/refreshes, recalls from the manufacturer or any other relevant information that would affect warrantee, support or future purchase of any given CLIN item.
- b) The contractor shall maintain registration with the manufacturer of all equipment they are contracted to provide for notification of any discontinuances, software patches/refreshes and recalls.
- c) The contractor shall offer a comparable or better replacement for any obsolete or discontinued CLIN during the length of the contract or option period and any associated software or hardware of that item.
- d) Proposed replacement items for discontinued or obsolete equipment must be offered at the same or better percentage discount as the original CLIN. Percentage discount of the original CLIN will be calculated based on manufacturers' list price at the time of contract award and bidders price to the District.
- e) The District reserves the right to re-bid the replacement camera, hardware or software should there be a price increase or at its discretion should it find the functionality not conducive to its needs.

## C.2.2 Selection

Note that all cameras depicted here are a reference to the desired functionality required in a particular camera. The cameras listed may or may not be the final selected item. The selection will be based upon:

- 1) Cost;
- 2) Manufacturer's Warranty;
- 3) Functionality and Options;
- 4) Physical attributes associated with the deployment;

## C.2.3 CLIN Requirements

- a) The bidder shall provide a demonstration model upon request (demo to be used to verify the assigned functionality) for all cameras proposed in their response to the IFB;
- b) The bidder shall send the cameras to the office address of the COTR;
- c) The bidder shall be responsible for all shipping costs to and from the COTR's address;
- d) The bidder shall provide appropriate mounting hardware for the cameras indicated below or a comparable camera and list the mounting hardware available and scenarios as described in CLIN 0011 section C.2.3.11;

### C.2.3.1 CLIN 0001 – Category 1 High Performance Network PTZ Camera

The bidder shall provide the camera indicated below or a comparable camera that matches the specification of the camera indicated.



Figure 1 – Sony SNC-RX550N/B

**Table 1 - Sony RX550N/B**

| Technical Specifications CLIN0001Sony RX550N/B |  |
|--|--|
| Item   | Capabilities   |
| Compression                                    | Motion JPEG, MPEG4, H.264  |
| Encoding                                       | Dual (MPEG4, MJPEG simultaneous)   |
| Frames per second                              | 30 fps MJPEG 640 x 480<br>30 fps MPEG4 640 x 480<br>10 fps H.264 640 x 480   |
| Audio support                                  | Two-way  |
| Analytics/Alarm Functions                      | Advanced Motion Detection<br>Unattended Object Detection   |
| Max video resolution (pixels)                  | 768 x 494  |
| Image sensor                                   | 1/4type CCD imager (Exwave HAD)  |
| Lens type                                      | Focal length: f=3.5 - 91mm<br>Horizontal view angle: 54.2 - 2.2 degree<br>F Number: F1.6 (Wide end), F3.8 (Tele end)<br>Iris: Auto/Manual (F1.6 - close) |
| Day / Night functionality                      | Automatic Switch   |
| Ethernet Support                               | 10/100   |
| Power over Ethernet (POE)                      | N/A  |
| Alarm I/O                                      | 2 Inputs / 2 Outputs   |
| Pre-/Post-alarm buffer                         | Capable with optional ATA memory card  |
| Security                                       | IP filtering, Password,  |
| Operating temperature                          | 0C to +50C (32F to 122F)   |
| Analog Video Output                            | BNC x, 1.0 Vp-p, 75 Ω  |
| Zoom Ratio                                     | 26X optical zoom   |
| PTZ functions                                  | Pan angle: 360 degrees endless rotation<br>Pan/Tilt speed: 300 degrees/s (max.)<br>Tilt angle: -90 to 0 degrees  |
| Other functions                                | Anti Tampering, Image Stabilizer, Position presets   |
| Number of clients                              | 20   |

**C.2.3.1.1 Brief Capabilities Description:**

High performance network dome Pan Tilt Zoom (PTZ) camera capable of providing multiple compression formats (JPEG, MPEG-4, and H.264) and dual encoding capability. Intelligent features should also include advanced video motion detection and unattended object detection, with the ability to capture high contrast images even in low light conditions, image stabilizer and anti-tampering functions. Network features should include simultaneous access, multicasting capability, and IP filtering and password protection.

**C2.3.2 CLIN 0002 – Category 1 High Performance Network Fixed Camera**

The bidder shall provide the camera indicated below or a comparable camera that matches the specification therein.



**Figure 2 – Sony SNCCS50N**

Table 2 – Sony SNC-CS50N

| Technical Specifications CLIN0002Sony SNC-CS50N |  |
|---|--|
| Item  | Capabilities   |
| Compression                                     | Motion JPEG, MPEG4, H.264  |
| Encoding  | Dual (MPEG4, MJPEG simultaneous)   |
| Frames per second                               | 30 fps MJPEG 640 x 480<br>30 fps MPEG4 640 x 480<br>10 fps H.264 640 x 480   |
| Audio support                                   | Two-way  |
| Analytics/Alarm Functions                       | Intelligent Motion Detection<br>Intelligent Object Detection   |
| Max video resolution (pixels)                   | 380,000 (768 x 494)  |
| Image sensor                                    | 1/3type SuperExwave CCD  |
| Lens type                                       | Focal length: f=2.9 – 8.0mm<br>Horizontal view angle: 94 - 35 degree<br>F Number: F0.95 to F1.6<br>Minimum object distance 300mm<br>Vari-focal zoom lens |
| Day / Night functionality                       | Yes  |
| Ethernet Support                                | 10/100   |
| Power over Ethernet (POE)                       | Yes (IEEE 802.3af)   |
| Alarm I/O                                       | 2 Inputs / 2 Outputs   |
| Pre-/Post-alarm buffer                          | Capable with optional ATA memory card  |
| Security  | IP filtering, Password Protection  |
| Operating temperature                           | 0C to +50C (32F to 122F)   |
| Analog Video Output                             | BNC x, 1.0 Vp-p, 75 Ω  |
| Zoom Ratio                                      | N/A  |
| PTZ functions                                   | N/A  |
| Other functions                                 | Anti-Tampering<br>Image Stabilizer   |
| Number of clients                               | 20   |

**C.2.3.2.1** Brief Capabilities Description:

High performance network fixed camera which incorporates the latest image processing technology to provide multiple compression formats. Provides key features for surveillance and remote monitoring, such as Day/Night function, clear images even in low light conditions, Intelligent Motion Detection and Intelligent Object Detection.

**C.2.3.3** CLIN 0003 – Category 2 Indoor/Outdoor Network PTZ Camera

The bidder shall provide the camera indicated below or a comparable camera that matches the specification therein.



**Figure 3 - AXIS 214**

Table 3 - AXIS 214

| Technical Specifications CLIN0003 Axis 214 PTZ |   |
|--|---|
| Item   | Capabilities  |
| Compression                                    | Motion JPEG, MPEG4  |
| Encoding                                       | Dual (MPEG4, MJPEG simultaneous)  |
| Frames per second                              | 30 fps MJPEG 640 x 480<br>30 fps MPEG4 640 x 480  |
| Audio support                                  | Two-way   |
| Analytics/Alarm Functions                      | Built-in Multi Window Motion Detection, Audio Detection or According to A Schedule  |
| Max video resolution (pixels)                  | 704 x 480   |
| Image sensor                                   | 1/4type Sony ExView HAD CCD   |
| Lens type                                      | Focal length: f=4.1 – 73.8mm<br>Horizontal view angle: 2.7 - 48 degree<br>F Number: F1.4-3.0, Auto focus<br>Focus range 10mm (wide) |
| Day / Night functionality                      | Automatic   |
| Ethernet Support                               | 10/100  |
| Power over Ethernet (POE)                      | IEEE-802.3af  |
| Alarm I/O                                      | 1 Input / 1 Output  |
| Pre-/Post-alarm buffer                         | 9 MB (approx 4 min of CIF resolution video at 4 frames per sec)   |
| Security                                       | IP filtering, Password , HTTPS  |
| Operating temperature                          | 0-45 degree C (32-113F) Humidity 20-80% RH (non-condensing)   |
| Analog Video Output                            | BNC x, 1.0 V <sub>p-p</sub> , 75 Ω  |
| Zoom Ratio                                     | 18x optical zoom, 12x digital   |
| PTZ functions                                  | Pan range: 170 degrees endless rotation<br>Pan/Tilt speed: 100/90 degree seconds (max.)<br>Tilt angle: -30 to 90 degrees            |
| Other functions                                | 20 preset positions, guard tour, sequence mode, control queue   |
| Number of clients                              | 20  |

**C.2.3.3.1 Brief Capabilities Description:**

The camera is a fully featured PTZ network camera supporting auto focus and automatic day and night functionality. It supports two-way audio. Images from camera available on network as real-time, full frame rate Motion JPEG streams and/or MPEG-4 video streams. The camera uses advanced scheduling tools that can be used to trigger events. Security features such as IP address filtering, HTTPS and multi-level users. The camera also uses a built-in web server allowing access to all features through the use of a standard web browser.

**C.2.3.4** CLIN 0004 – Category 2 Indoor/Outdoor Network Fixed Camera

The bidder shall provide the camera indicated below or a comparable camera that matches the specification therein.



**Figure 4 – Axis 221**

Table 4 – Axis 221

| Technical Specifications CLIN0004 Axis 221 |  |
|--|--|
| Item                                       | Capabilities   |
| Compression                                | Motion JPEG,<br>MPEG4 Part 2 (ISO/IEC 14496-2) Profiles<br>ASP and SP                              |
| Encoding                                   | Dual (MPEG4, MJPEG simultaneous)   |
| Frames per second                          | 45 fps JPEG 640 x 480<br>60 fps JPEG 480x360<br>30 fps MPEG-4 640x480<br>60 fps MPEG-4 320X240     |
| Audio support                              | Two-way  |
| Analytics/Alarm Functions                  | Motion Detection<br>Tampering Detection<br>Temperature Limits                                      |
| Max video resolution (pixels)              | 640 x480   |
| Image sensor                               | 1/3 Sony Wfine progressive scan RGB CCD  |
| Lens type                                  | Focal length: f=1.0 varifocal 3.0-8.0 mm, DC-<br>iris<br>Focus range: 0.3m to infinity             |
| Day / Night functionality                  | Automatic Switch   |
| Ethernet Support                           | 10/100 Base T  |
| Power over Ethernet (POE)                  | 7-24 V DC, max 5.5 W<br>10-24 V AC, max 7.5 VA<br>(EEE 802.3af) to Class 2                         |
| Alarm I/O                                  | 2 Inputs / 1 Output  |
| Pre-/Post-alarm buffer                     | 9 MB of pre- and post alarm buffers  |
| Security                                   | IP filtering, Password, HTTP encryption  |
| Operating temperature                      | 0C to +50C (32F to 122F)   |
| Analog Video Output                        | N/A  |
| Zoom Ratio                                 | N/A  |
| PTZ functions                              | N/A  |
| Other functions                            | Image upload over FTP, email and HTTP<br>Notification over TCP, email, HTTP and<br>external output |
| Number of clients                          | 20   |

**C.2.3.4.1 Brief Capabilities Description:**

High performance digital CCD day\night camera (depending on available light, capable of switching from color to monochrome). Built-in video motion detector, automatic black level feature, default shutter, back light compensation

**C.2.3.5** CLIN 0005 – Category 3 Indoor Fixed Dome Network Hybrid Camera

The bidder shall provide the camera indicated below or a comparable camera that matches the specification therein.



**Figure 5 - JVC VN-C205U**

Table 5 - JVC VN-C205U

| Technical Specifications CLIN0005 JVC VN-C205U |   |
|--|---|
| Item   | Capabilities  |
| Compression                                    | Motion JPEG,  |
| Encoding                                       | Motion JPEG,  |
| Frames per second                              | 30 fps JPEG 640 x 480   |
| Audio support                                  | N/A   |
| Analytics/Alarm Functions                      | Motion Detection can be detected based on motion within a defined area  |
| Max video resolution (pixels)                  | 380,000 (768Hx494V)   |
| Image sensor                                   | 1/4 Color CCD   |
| Lens type                                      | Focal length: f=2.6 mm to 6.0 mm (variable)<br><82 degree (H) x 59 degree (V) to 35 degree (H) x 26 degree (V)><br>Max aperture ratio: F1.2 (wide) to F1.8 (tele),<br>Automatic Iris Override |
| Day / Night functionality                      | YES   |
| Ethernet Support                               | 10/100 Base T   |
| Power over Ethernet (POE)                      | N/A   |
| Alarm I/O                                      | N/A   |
| Pre-/Post-alarm buffer                         | CFR Card Ranging from 128MB to 1024MB   |
| Security                                       | Password, IP Filtering  |
| Operating temperature                          | 32- 104 F   |
| Analog Video Output                            | BNC out x1 rear panel RCA x1 front  |
| Zoom Ratio                                     | N/A   |
| PTZ functions                                  | Angle adjustment range: Horizontal 120 degree/ Vertical + 80 degree 15 degree   |
| Other functions                                | Image upload over FTP, email and HTTP<br>Notification over TCP, email, HTTP and external output   |
| Number of clients                              | >2  |

C.2.3.5.1 Brief Capabilities Description:

Indoor fixed dome hybrid IP camera; easy day\night operation, built-in Web server, focus adjustment with dual analog outputs in addition to network connection, FTP snapshots, event snapshots, power over Ethernet compatible with adapter; automatic electronic shutter, automatic gain control, automatic white balancing.

**C.2.3.6** CLIN 0006 – Category 3 Indoor Wireless Network Fixed Camera

The bidder shall provide the camera indicated below or a comparable camera that matches the specification therein.



**Figure 6 - AXIS 211W**

**Table 6 - AXIS 211W**

| Technical Specifications CLIN0006 Axis 211W |   |
|---|---|
| Item  | Capabilities  |
| Compression                                 | Motion JPEG,<br>MPEG4   |
| Encoding                                    | Dual (MPEG4, MJPEG simultaneous)  |
| Frames per second                           | Motion JPEG: Up to 30 fps in all resolutions<br>MPEG-4: Up to 30 fps in all resolutions                                 |
| Audio support                               | Two-way (full or half duplex) or one-way or audio off   |
| Analytics/Alarm Functions                   | Motion detection<br>Audio detection   |
| Max video resolution (pixels)               | Max: 640x840  |
| Image sensor                                | ¼ Progressive Scan CMOS   |
| Lens type                                   | Varifocal 3.0-8.0 mm, F1.0, DC-iris   |
| Day / Night functionality                   | N/A   |
| Ethernet Support                            | 10BaseT\100BaseTX   |
| Power over Ethernet (POE)                   | Yes IEEE 802.3af  |
| Alarm I/O                                   | 1\1   |
| Pre-/Post-alarm buffer                      | Up to 36 MB   |
| Security                                    | Multiple user access levels with password protection; IP filtering, HTTP encryption, IEEE 802.1X network access control |
| Operating temperature                       | 0 – 45 C (32-113 F)<br>Humidity 20 – 80 % RH  |
| Analog Video Output                         | N/A   |
| Zoom Ratio                                  | N/A   |
| PTZ functions                               | N/A   |
| Other functions                             | Image upload over FTP, email and HTTP<br>Notification over TCP, email, HTTP and external output                         |
| Number of clients                           | 20 simultaneous users of which 10 with audio;<br>unlimited users using multicast (MPEG-4)                               |

**C.2.3.6.1 Brief Capabilities Description:**

A high performance indoor network camera with a choice of wireless or wired connection to the network, supporting power over Ethernet. The camera is Color or B&W, MJPEG and MPEG-4; motion sensor, progressive scanning and white balance.

**C.2.3.7 CLIN 0007 – Category 4 USB Personal PC Camera**

The bidder shall provide the camera indicated below or a comparable camera that matches the specification therein.



Figure 7 – Logitech Quickcam Ultra Vision SE

Table 7 - Logitech Quickcam Ultra Vision SE

| Technical Specifications CLIN0007 Logitech Quickcam Ultra Vision SE |   |
|---|---|
| Item  | Capabilities  |
| Frames per second   | 30 FPS  |
| Audio support   | Built in microphone with RightSound Technology              |
| Max video resolution (pixels)                                       | 960 x 720 (HD Quality)                                      |
| Lens type   | Precision Glass Lens  |
| Other functions   | Record High Resolution (960 x 720) video, USB 2.0 certified |

**C.2,3,7.1** Brief Capabilities Description:

USB PC Camera with HD quality recording of high-resolution (960 x 720) video, integrated microphone; snapshot and video preview.

**C.2.3.8** CLIN 0008 – Optional Maintenance

The optional maintenance contract shall meet the following requirements for the newly purchased equipment via this contract vehicle. The contractor shall provide security camera, and DVR maintenance for all District of Columbia security camera installations of cameras purchased under this contract vehicle. All work shall be performed in accordance with the technical specifications, special conditions, general conditions and all District and Federal codes. The contractor shall clean, repair and/or replace every component part of the security camera and DVR, whichever the case may be. To provide uninterrupted CCTV services in the District owned buildings the cost of which labor, equipment and materials shall be included in the contract price.

- a) The “Optional Maintenance” CLIN item shall be considered at this time for newly purchased cameras and hardware only;

- b) The contractor shall schedule work to be accomplished under this contract in conjunction with HSEMA in such a manner as to cause minimum inconvenience to District agencies.
- c) The contractor shall provide all supervision, labor and materials necessary to inspect, adjust, replace or repair in strict accordance with the items hereinafter specified:
  - 1. Check operation of the security cameras and digital video recorders for optimal performance;
  - 2. Clean and check switcher/control system, that control pan, tilt, zoom, multiple pre-positions, auto pan and random scan;
  - 3. Check and adjust video cameras;
  - 4. Clean and adjust mechanism for proper operation of the pan tilt equipments;
  - 5. Check and adjust lenses as necessary;
  - 6. Check and adjust equipment and cables;
  - 7. Check and verify emergency backup power, batteries and accessories, including surge protectors;
  - 8. The contractor shall procure and pay for all permits and licenses necessary to perform the work defined in these specifications.
  - 9. The contractor shall provide 24 hour emergency service as defined hereinafter. The Unit Prices bid by the contractor shall include full compensation for all Emergency Callbacks, twenty-four (24) hours, and seven (7) days a week. An emergency call back is necessary in case of fire to remedy a potentially dangerous (injury threatening) situation, which if not corrected, would cause other unsafe conditions. Emergency service callback shall be made within one (1) hour.
  - 10. The bidder shall provide and maintain for each camera parts in their respective serviceman's vehicle with all common replacement parts, wiping cloths, dielectric lubricants and materials necessary, all of which shall be maintained for the term of the contract.
  - 11. The bidder shall submit monthly service records, including work repair reports; call back reports, semi-annual inspection reports for each camera serviced under this contract. The records shall identify the cause of all camera malfunctions and resolved service tickets. The receipts of these monthly records shall be a condition of contract payments.
  - 12. The contractor shall be required to make renewals, repairs, replacements or perform any work necessitated by reason of deliberate vandalism of the equipment by others or other causes beyond the contractor's control.
  - 13. All cost for materials, parts and incidentals will be paid upon receipt of proper manufacturers invoice and mark ups in accordance with unit price schedules.
  - 14. In the event of repair parts that are unavailable due to obsolescence, the contractor shall demonstrate to HSEMA that every reasonable effort has been made to obtain a replacement part and then submit a written proposal to HSEMA outlining the means to repair the equipment, provided that both HSEMA and the contractor are in agreement with the final pricing arrangements in the agreed upon proposal.
  - 15. All defects or damages caused by normal wear and tear shall be considered as contract responsible items.
  - 16. The contractor must inform the COTR of all phased or partial shutdowns or delays which may last 36 hours or longer in duration and the reason(s) therefore (parts on order, major repairs, etc.).

17. All work required herein shall be performed as promptly as possible and in a workmanlike manner acceptable to HSEMA and in any event within the timeframes set forth herein. Such work shall be subject to approval and acceptance by HSEMA, but such approval and acceptance shall not relieve the contractor the obligation to correct any incomplete, inaccurate or defective work all of which shall be promptly remedied by the contractor on demand, without incurring further costs to HSEMA.

d) The camera maintenance (minimum requirements)

1. The unit price schedule shall include full compensation for all maintenance services as indicated throughout the IFB. The contractor shall perform the following items of work for a period for one (1) year at the listed intervals. The contractor shall develop and submit to the COTR a checklist and a service schedule incorporating the items listed herewith and service intervals and shall furnish this schedule (day and dates) to the COTR's representative who will retain this list for signature by the maintenance person(s) upon the completion of each scheduled maintenance event.

A. QUARTERLY:

Observe, adjust and correct operation for any faulty camera, alarm and event display. Examine all equipment and replace parts where necessary.

Audio/Video devices

Wiring  
Sound  
Lenses  
Camera Housing

b. SEMI-ANNUALLY:

Audio/Video devices

Wiring  
Sound  
Lenses

Emergency Power Supply

Batteries  
Wiring

Pan/Tilt Drive

Lubricate  
Adjust  
Clean  
Test

c. ANNUALLY:

The contractor shall make arrangements to inspect and test all camera locations in conjunction with the HSEMA that has jurisdiction in this matter and secure the yearly certification.

It is the responsibility of the contractor to ensure that the equipment listed herewith is in satisfactory working condition prior to calling for inspection and testing:

### **Audio/Video Devices**

**C.2.3.8.1** In addition to the aforementioned maintenance, the contractor shall inform SEMA of any additional maintenance work that is part of the equipment manufacturer's standard recommendations and perform such work.

**C.2.3.8.2** The maintenance agreement outlined in this CLIN item shall begin no sooner than after the District's receipt of a fully installed and tested camera and its associated hardware;

#### **C.2.3.8.3** Quality Assurance Plan

The bidder shall include a Quality Assurance Plan for the system project; The Quality Assurance Plan shall include the bidder's proposed quality control plans and procedures, which shall ensure that the maintenance and corrective actions are implemented in accordance with these requirements. The Quality Assurance Plan shall address all stages of the project, including planning, scheduling, preventive and corrective maintenance implementation and testing.

**C.2.3.8.3.1** The proposed Quality Assurance Plan shall address the procedures related to the following tasks:

- a) Preventive maintenance plan;
- b) Compliance with OSHA, District, and State safety guidelines;
- c) Field maintenance and inspection;
- d) System maintenance testing and validation;
- e) Material and workmanship deficiency reporting and restoration;

#### **C.2.3.9** CLIN 0009 – Optional Installation

The installation of the Security Cameras shall meet the following requirements:

- a) The "Installation" CLIN item shall be considered at this time for newly purchased cameras and hardware only;
- b) The contractor shall be responsible for all business licenses, certifications necessary to perform business within the District of Columbia;
- c) The contractor shall provide softcopies of all licenses, certification, and relevant qualifications necessary to perform the work stated herein.

- d) The contractor shall use manufacturer specific and certified installers for the security camera;
- e) The contractor shall fully install the security camera as per all relevant building standards (e.g. NFPA), municipal ordinances and local requirements;
- f) The contractor shall, inclusive to the per site price, provide all engineering services, necessary for the full installation and operation of the security camera;
- g) The contractor shall make the connection between the electricity source and the camera;
- h) The contractor shall mount the camera as prescribed by the COTR or their designee;
- i) The contractor shall have the ability and the required support equipment to mount the camera in the following foreseen scenarios:
  - At height on possibly a building's wall, ceiling, roof-top pole, a tower, or lamp post;
- j) The contractor shall test and certify the full operation of the camera;
- k) The contractor shall connect the camera to the backhaul;
- l) The District Agency or agent who is ordering the equipment shall be responsible for ensuring that all permitting, licensing, leasing with regard to the location has been complete;
- m) The District Agency or agent who is ordering the equipment shall be responsible for ensuring an electrical power sources to the equipment location;
- n) The District Agency or agent who is ordering the equipment shall be responsible for ensuring an Ethernet port for backhaul of the video data;
- o) The District Agency or agent who is ordering the equipment shall provide 30 day notice to the contractor of new installation requirements and perform a site walk through of the installation location within those 30 days;
- p) The contractor shall provide a written installation plan to the District Agency or agent who is ordering the equipment within 10 working days of the joint site walk through.
- q) The contractor shall be responsible for all storage of equipment under their mandate to install;

**C.2.3.9.1** Quality Assurance Plan

The bidder shall include a Quality Assurance Plan for the system project; The Quality Assurance Plan shall include the bidder's proposed quality control plans and procedures, which shall ensure that the installation is implemented in accordance with these requirements. The Quality Assurance Plan shall address all stages of the project, including installation planning, installation, and testing.

**C.2.3.9.1** The proposed Quality Assurance Plan shall address the procedures related to the following tasks:

- f) Material receiving, storage and shipping;
- g) Site preparation;

- h) Compliance with OSHA, District, and State safety guidelines;
- i) Installation personnel training and certification;
- j) Field installation and inspection;
- k) System testing and validation plans, shall require COTR approval;
- l) Material and workmanship deficiency reporting and restoration;

**C.2.3.9.2 Installation Plan**

- a) The bidder shall develop detailed installation plans and procedures to perform the work in accordance with the schedule and implementation plan;
- b) Before the installation of any equipment, the bidder shall submit to the COTR a draft Site Installation Plan which outlines the installation of the infrastructure equipment on a site-by-site basis. The bidder shall incorporate any and all comments received from COTR into the final document;
- c) The proposed installations shall be approved by COTR prior to commencement of a particular stage of work on a site-by-site basis. No work can commence without written approval;
- d) The bidder shall install the equipment within the designated space as proposed in the installation plan;
- e) After equipment installation, the bidder shall submit as built documentation for each site;
- f) The equipment shall be installed by certified personnel;
- g) The bidder shall develop and document a labeling system and shall mark all installed equipment and associated termination hardware, including transmission lines and cables using easy-to-read identification labels;
- h) The bidder shall maintain and provide a digital record for each installation. Attributes included shall contain no less than the following:
  - All equipment
  - Installer
  - Date/time
  - Last serviced
  - Address
  - X, Y , and Z coordinates of camera
  - Etc (please add more).

**C.2.3.10 CLIN 0010 – Optional Mounting Hardware**

The contractor shall provide the optional mounting hardware for all cameras offered with the following installation scenarios for each:

**Table 8 - Mounting Scenarios & Hardware**

| Mounting Hardware Scenario  | Colors              | Environment      |
|---|---------------------|------------------|
| Bracket, Ceiling  | White, Black, Beige | Indoor / Outdoor |
| Bracket, Outdoor Swivel Head, Wall Mount                          | White, Black, Beige | Indoor / Outdoor |
| Bracket, Pendant Mount for Dome Housing                           | White, Black, Beige | Indoor / Outdoor |
| Bracket, Rooftop Parapet Mount                                    | White, Black, Beige | Outdoor Only     |
| Bracket, Wall Housings  | White, Black, Beige | Indoor / Outdoor |
| Ceiling Mount Bracket, Lightweight Aluminum                       | White, Black, Beige | Indoor / Outdoor |
| Ceiling Mount for Dome Camera, Direct mount                       | White, Black, Beige | Indoor / Outdoor |
| Ceiling Mount, Embedded   | White, Black, Beige | Indoor / Outdoor |
| Ceiling Mount for Dome Camera, Suspended                          | White, Black, Beige | Indoor / Outdoor |
| Corner Mount Bracket  | White, Black, Beige | Indoor / Outdoor |
| Goose Neck Wall Mount Bracket                                     | White, Black, Beige | Indoor / Outdoor |
| Hanging Mount for Vandal-Proof Cameras (Hardened)                 | White, Black, Beige | Outdoor Only     |
| Parapet Mount Bracket w/o Extension                               | White, Black, Beige | Indoor / Outdoor |
| Parapet Mount, Inside wall Bracket w/ extension                   | White, Black, Beige | Outdoor Only     |
| Parapet Mount, Inside wall for Dome Housing                       | White, Black, Beige | Outdoor Only     |
| Parapet Mount, Outside Wall for Dome Housing                      | White, Black, Beige | Indoor / Outdoor |
| Pedestal Mount Bracket, Lightweight Aluminum                      | White, Black, Beige | Indoor / Outdoor |
| Pole Mount Bracket  | White, Black, Beige | Indoor / Outdoor |
| Pole Mount Bracket, Lightweight Aluminum                          | White, Black, Beige | Indoor / Outdoor |
| Wall Mount Bracket  | White, Black, Beige | Indoor / Outdoor |
| Wall Mount for Dome Camera  | White, Black, Beige | Indoor / Outdoor |
| Dome Enclosure, Normal (no tint, light tinting, medium tinting)   | White, Black, Beige | Indoor / Outdoor |
| Dome Enclosure, Hardened (no tint, light tinting, medium tinting) | White, Black, Beige | Outdoor Only     |

Vendors shall consider the following temperatures ranges when proposing cameras or enclosures.

Outdoor Operating range: -25 to 45 Celsius (-13 to 113 F)

Indoor Operating range: 5 to 40 Celsius (41 to 104 F)

**C.2.3.11** CLIN 0011 – Network Video Encoder

The bidder shall provide the encoder indicated below or a comparable encoder that matches the specification therein.



Figure 8 – Axis 243SA

Table 9 – Axis 243SA Video Server

| Technical Specifications CLIN0011 Axis 243SA Encoder |   |
|--|---|
| Item   | Capabilities  |
| Compression  | Motion JPEG,<br>MPEG4 Part 2 (ISO/IEC 14496-2) Profiles ASP and SP                              |
| Encoding   | Dual (MPEG4, MJPEG simultaneous)  |
| Frames per second                                    | Motion JPEG: Up to 30/25 fps in all resolutions<br>MPEG-4: Up to 30/25 fps in all resolutions   |
| Audio support  | Two-way (full or half duplex) or one-way<br>Mono output (line level)<br>Mono input (mic/line)   |
| Analytics/Alarm Functions                            | Motion detection, audio detection, tampering detection, external input                          |
| Max video resolution                                 | 704x480   |
| Image sensor   | N/A   |
| Lens type  | N/A   |
| Day / Night functionality                            | N/A   |
| Ethernet Support                                     | 10/100 Base T   |
| Power over Ethernet (POE)                            | 802.3af with Active Splitter (0227-001)   |
| Alarm I/O  | 4/4   |
| Pre-/Post-alarm buffer                               | 9 MB  |
| Security   | IP filtering, Password, HTTP encryption, IEEE 802.1X network access control                     |
| Operating temperature                                | 5-50 C (41-122 F)<br>Humidity 20 – 80 % RH (non-condensing)                                     |
| Analog Video Output                                  | BNC Analog loop through   |
| Zoom Ratio   | N/A   |
| PTZ functions  | 20 presets/camera, guard tour, PTZ control queue; supports Windows compatible joysticks.        |
| Other functions                                      | Image upload over FTP, email and HTTP<br>Notification over TCP, email, HTTP and external output |
| Number of clients                                    | >10   |

**C.2.3.11** Brief Capabilities Description:

The Video Server enables high resolution, full frame rate video surveillance and remote monitoring in MPEG-4 and Motion JPEG. The video server converts analog video into high quality, de-interlaced digital video, and can deliver the highest resolution, 4CIF, at 30/25 (NTSC/PAL) frames per second.

**C.2.3.12 CLIN 0012 – Optional Digital Video Recorder**

The bidder shall provide the DVR indicated below or a comparable DVR that matches the specification therein.



**Figure 9 – Pelco DX4608DVD-500**

**Table 10 - Pelco DX4608DVD-500**

| Technical Specifications CLIN 0012 Pelco DX4608DVD-500  |
|---|
| <b>Capabilities</b>   |
| <ul style="list-style-type: none"><li>• 8 Channel Digital Video Recorder</li><li>• MPEG-4 Compression</li><li>• Up to 704 x 480 (NTSC), 704 x 576 (PAL) Recording Resolution</li><li>• Up to 480 Images per Second Recording Rate</li><li>• Up to 500 GB of Hard Drive Storage</li><li>• Partition Recording</li><li>• Channel Resolution, Quality, and Frame Rate Settings Configurable per Individual Camera</li><li>• Picture-In-Picture for Multi-screen Live and Playback Video</li><li>• Remote Client with Administration Functions</li><li>• Support for Continuous, Motion, Alarm, and Scheduled Recording</li><li>• Local and Remote PTZ Control</li><li>• Up to 4 Audio Inputs and 1 Audio Output</li><li>• Pre- and Post-Alarm Recording</li><li>• Up to 16 Alarm Inputs and Up to 4 Relay Outputs</li><li>• Main Monitor for VGA or Analog Display, Analog Spot Monitor</li><li>• USB, DVD±RW for Video Export</li><li>• Event Notifications by E-mail, Emergency Agent, or Sounder</li><li>• Time/Date, Bookmark, Event, and Pixel Search</li></ul> |

**C.2.3.12.1 Brief Capabilities Description:**

The DVR uses MPEG-4 compression, allowing view and control of the DVR across local or wide area networks. It's recording at resolutions are up to 704 x 480 (4CIF). Imported video can be reviewed using the export player. Each DVR input channel can be configured individually to meet a specific security application requirement for video retention. Video critical to investigation and archiving is easily exported to a USB memory device or to a DVD±RW device. The DVR also incorporates playback, search, and export capability.

**C.2.3.13** CLIN 0013 – Optional 1-Year Extended Warranty

The bidder shall provide the cost for an extended warranty for each hardware CLIN item, duration one (1) year that begins upon the expiration of the standard warrantee period and 12 months hence.

#### **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 five (5) Inspection of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

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

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4) one year, option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3 DELIVERABLES**

| <b>CLIN</b>                | <b>Deliverable</b>                                       | <b>Quantity</b>                   | <b>Format/Method of Delivery</b>                                   | <b>Due Date</b>  | <b>To Whom</b> |
|----------------------------|--|-----------------------------------|--|--|----------------|
| <b>001-007<br/>010-012</b> | Demonstration models & the appropriate mounting hardware | 1 model as requested per category | Equipment must be physically delivered and/or shipped to the COTR. | As requested after proposal submission                                   | COTR           |
| <b>008-009</b>             | Quality Assurance Plan                                   | 3                                 | Two written hard copies & one copy on CD ROM                       | Supply with the initial proposal   | COTR           |
| <b>009</b>                 | Installation Plan  | 3                                 | Two written hard copies & one copy on CD ROM                       | 10 working days from installation site walk through with ordering Agency | COTR           |

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 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 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 shall be the address stated on each delivery order and/or purchase order.
- 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**

**(1) PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

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.

**(2) PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The amount due on the services 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.

**(3) PARTIAL PAYMENTS**

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.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 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:

**Annie R. Watkins**  
**Office of Contracting and Procurement**  
**441 – 4<sup>th</sup> Street, N.W., Suite 971N**  
**Washington, DC 20001**  
**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:

**Timothy W. Spriggs**  
**Chief of Operations**  
**D.C. Homeland Security and Emergency Management Agency**  
**2720 Martin Luther King Jr. Ave, SE, 2<sup>nd</sup> floor**  
**Washington, DC 20032**  
**Telephone: 202-727-6161**  
**Fax: 202-715-7288**  
**Email: Timothy.Spriggs@dc.gov**

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

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

**G.10 ORDERING CLAUSE**

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

## **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 certify 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 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.6 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.7 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.8 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination 2005-2103 Revision 5, dated May 8, 2008, 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.

## **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.

- (a) **Commercial General Liability Insurance:** \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) **Automobile Liability Insurance:** \$1,000,000 per occurrence combined single limit.
- (c) **Worker's Compensation Insurance:** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limits disease.
- (d) **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.2.1. 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 ATTACHMENT**

**J.1.1** Wage Determination No. 2005-2103 Revision 5, dated May 8, 2008

**J.2 INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the bid.)*

**J.2.1** E.E.O. Information and Mayor's Order 85-85

**J.2.2** Tax Certification Affidavit

**J.2.3** First Source Employment Agreement

**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.

#### **K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.

- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
  
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
  
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

YES NO JURISDICTION

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Loudoun County
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia
- City of Manassas Public Schools
- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.

- \_\_\_ \_\_\_ Metropolitan Washington Airports Authority
- \_\_\_ \_\_\_ Metropolitan Washington Council of Governments
- \_\_\_ \_\_\_ Montgomery College
- \_\_\_ \_\_\_ Montgomery County, Maryland
- \_\_\_ \_\_\_ Montgomery County Public Schools
- \_\_\_ \_\_\_ Prince George's County, Maryland
- \_\_\_ \_\_\_ Prince George's Public Schools
- \_\_\_ \_\_\_ Prince William County, Virginia
- \_\_\_ \_\_\_ Prince William County Public Schools
- \_\_\_ \_\_\_ Prince William County Service Authority
- \_\_\_ \_\_\_ Rockville, Maryland
- \_\_\_ \_\_\_ Spotsylvania County Schools
- \_\_\_ \_\_\_ Stafford County, Virginia
- \_\_\_ \_\_\_ Takoma Park, Maryland
- \_\_\_ \_\_\_ Upper Occoquan Sewage Authority
- \_\_\_ \_\_\_ Vienna, Virginia
- \_\_\_ \_\_\_ Washington Metropolitan Area Transit Authority
- \_\_\_ \_\_\_ Washington Suburban Sanitary Commission
- \_\_\_ \_\_\_ Winchester, Virginia
- \_\_\_ \_\_\_ Winchester Public Schools

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Vendor Name/ Revised 5/23/08

## 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 a single contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

#### **L.2 PREPARATION AND SUBMISSION OF BIDS**

**L.2.1** Bidders shall submit a signed original and four (4) hard copies and one (1) electronic copy on a CD in MicroSoft format. 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-0170 for CCTV Equipment

**L.2.2** 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.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.4** 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 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.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than the time and date stated on page 1 in Section A.9.

**L.5 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.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.6.1** 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.6.2 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.6.3 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.6.4 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.6.5 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.7 HAND DELIVERY OR MAILING OF BIDS**

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

**L.8 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.9 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 five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of 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.10 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, Annie R. Watkins at 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, 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, Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.11 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.12 SIGNING OF BIDS**

**L.12.1** 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.12.2** 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.13 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 A.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.14 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.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of bidder;

**L.15.2** 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.15.3** 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.16 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.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.16.2** 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.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.16.8** 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.17 REQUIREMENT FOR DESCRIPTIVE LITERATURE**

**L.17.1** 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, and construction and performance characteristics.

**L.17.2** 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.18 AGGREGATE GROUP**

Award, if made, will be to a single bidder in the aggregate for all items Bidder must quote unit prices on each item to receive consideration.

## SECTION M: EVALUATION FACTORS

### **M. GENERAL CATEGORIES OF LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT BUSINESS OWNERSHIPS OR BUSINESS OPERATIONS IN AN ENTERPRISE ZONE**

#### **M.1 SMALL BUSINESS SET-ASIDE SOLICITATION WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

##### **M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

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

##### **M.1.2 General Preferences**

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

- M.1.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.1.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.1.3 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

M.1.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.1.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.1.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.1.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.1.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.1.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

#### **M.1.4 Maximum Preference Awarded**

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

#### **M.1.5 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.1.6 Vendor Submission for Preferences**

M.1.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.1.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.6.1.2 Evidence of the vendor's or joint ventures 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.1.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.1.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids 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.