

SOLICITATION, OFFER, AND AWARD		1. Caption Student Access and Attendance System		Page of Pages 1 76	
2. Contract Number	3. Solicitation Number DCTO-2008-R-0348	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 9/17/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Information Technology Unit 441 4th Street, NW, Suite 930 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Information Technology Unit 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001		

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time 17-Oct-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 Rhoda A. Veney	B. Telephone			C. E-mail Address rhoda.veney@dc.gov
		(Area Code) 202	(Number) 727-0121	(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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
(Area Code)	(Number) (Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

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SECTION B - SUPPLIES OR SERVICES AND PRICE

B.1 INTRODUCTION: The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the District of Columbia Public Schools (DCPS) in conjunction with the Office of the Chief Technology Officer (OCTO) is seeking to procure a turnkey project between the District and the most qualified Contractor capable of providing a state-of-the-art system to be titled “Smart Access and Attendance Tracking” (SAAT) system. The SAAT System is to become the main access security and Attendance tracking system for DCPS and scalable for use by other Agencies of the Government of the District of Columbia.

B.2 CONTRACT TYPE: The District contemplates award of a firm fixed-price contract. The ordering method is contemplated to be Indefinite Quantity, Indefinite Delivery, (IDIQ), to allow the District to effect purchases on a “school-by-school or Agency-by-Agency” basis. Some CLINs are Labor Hour CLINs, and are identified in B.3.1, “System Requirements”. The District may order some CLINs individually, and not order other CLINs at all.

B.2.1 The District will pay the Contractor through incremental payments following the District’s receipt, acceptance and approval of the deliverables as determined by the Contracting Officer’s Technical Representative (COTR). Following the District’s receipt and approval of each deliverable, the Contractor shall prepare and submit an invoice to the COTR as set forth in Section G.2.

B.3 PRICE SCHEDULE:

B.3.1 SYSTEM REQUIREMENTS

Base Period (1 Year) Implementation CLINS.

CLIN NUMBERS	Supplies or Services	UNIT OF MEASURE	FIXED PRICE
0001	Preliminary Project Plan: Contractor shall submit one detailed overall Preliminary Project plan to meet the requirements identified in the Statement of Work	each	\$
0002	Initial Equipment Cost (Reimbursement) for initial order	<u>set</u>	\$
0003	Architecture Diagrams: The Contractor shall provide any and	<u>set</u>	\$

	all diagrams required to effect optimal and alternate technical solutions.		
	<u>Preeminent Requirements</u>	<u>(Per School or Agency Facility)</u>	<u>(Per School Or Agency Facility)</u>
0004	Scalable System Access Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Access Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.	each	\$
0005	Scalable System Attendance Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Attendance Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.	each	\$
0006	Integration: Contractor shall provide state-of-the-art fully-functional seamless integration of a SAAT system with legacy systems described in the Statement of Work.	each	
0006a	DCStars Integration		a\$
0006b	DESTINY Integration		b\$
0006c	WinSNAP Integration		c\$
0007	Implementation: The Contractor shall initialize, install, configure, integrate and implement a state-of-the-art fully-functional SAAT System as described in the Statement of Work.	each	\$

<u>Important Requirements</u>			
0007	<p>Project Plan (each order): Contractor shall submit one detailed Project plan before commencing on each order. Project plan is to meet the requirements identified in the Statement of Work</p>	each order	\$
0008	<p>Equipment Cost (Reimbursement) for Each order</p>	each order	\$
0009	<p>Reports: The Contractor shall generate and provide reports, and reporting features as described in Section C.3.7.4 of the Statement of Work.</p>	set	\$
0009a	<p>OPTIONAL Reports: Contractor generated custom reports, if required by the District, on a Labor Hour basis.</p>	Per Hour	a\$
0010	<p>Maintenance Support Services: The Contractor shall provide all Maintenance Support services necessary to ensure systems are functioning properly. Contractor shall provide consultation services to designated DCPS or Agency Representatives or OCTO, during regular operating hours of the schools (including extended hours for extracurricular activities) and the District office business days, on an as-needed basis.</p>	bundle	\$
0011	<p>Systems and Data Security Services: The Contractor shall, at all times, in all locations, ensure protection against unauthorized</p>	bundle	\$

	access, disclosure, transfer, modification or destruction of the SAAT system and of all data and information in the SAAT and related systems. Security shall be in accordance with DCPS Rules and Regulations. Databases shall be encrypted to the standards described in the Statement of Work.		
0012	OCTO System Administrator Capabilities: The Contractor shall provide continuous full access and capabilities for OCTO personnel to perform Administrator tasks and functions as described in Section C.3.6.3	bundle	\$
0013	Training As described in the Bidder's Proposal.	Per trainee	\$
	<u>Optional CLINS not evaluated for source selection purposes:</u> (Do not include price Totals)		
0014	Value Added Modules: Contractor shall provide optional Modules as proposed: a.) b.) c.)	each	a\$ b\$ c\$
0015	Other Hardware Options: The Contractor shall provide other hardware (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System, as described in the bidder's proposal	each	a\$ b\$ c\$
0016	Other Software Options: The Contractor shall provide other software (not listed elsewhere in	each	a\$

	this Solicitation) necessary to ensure success of the SAAT System as described in the bidder's proposal. This includes all necessary Licenses and Use Agreement costs.		b\$
0017	Other Service Options: The Contractor shall provide other services (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System as described the bidder's proposal.	each	c\$
0018	Other Miscellaneous Options: The Contractor shall provide other items (such as travel) necessary to ensure the success of the SAAT System as described in the bidder's proposal	each	\$
	<u>TOTAL FOR BASE PERIOD</u>		\$

B.3.2. Option Period One (1). All services and materials to be provided by the Contractor for Option Period One shall be included the Total for Option Period One. A more detailed breakdown shall be included in the proposal.

B.3.2.1 OPTION PERIOD ONE (1) (One Year)

CLIN NUMBERS	Supplies or Services	UNIT OF MEASURE	FIXED PRICE
	<u>Preminent Requirements</u>	<u>(Per School or Agency Facility)</u>	<u>(Per School or Agency Facility)</u>
1001	Scalable System Access Module: The Contractor shall	each	\$

	<p>provide a state-of-the-art fully-functional SAAT system Access Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.</p>		
1002	<p>Scalable System Attendance Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Attendance Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.</p>	<u>each</u>	\$
1003	<p>Integration: Contractor shall provide state-of-the-art fully-functional seamless integration of a SAAT system with legacy systems described in the Statement of Work.</p>	<u>each</u>	\$
1003a	DCStars Integration		a\$
1003b	DESTINY Integration		b\$
1003c	WinSNAP Integration		c\$
1004	<p>Implementation: The Contractor shall initialize, install, configure, integrate and implement a state-of-the-art fully-functional SAAT System as described in the Statement of Work.</p>	each	\$
1005	<p><u>Important Requirements</u></p> <p>Project Plan (each order): Contractor shall submit one detailed Project plan before commencing on each order. Project plan is to meet the requirements identified in the Statement of Work</p>	each	\$

1006	Equipment Cost (Reimbursement) for Each order	each	\$
1007	Reports: The Contractor shall generate and provide reports, and reporting features as described in Section C.3.7.4 of the Statement of Work.	each	\$
1007a	OPTIONAL Reports: Contractor generated custom reports, if required by the District, on a Labor Hour basis.	Hour	a\$
1008	Maintenance Support Services: The Contractor shall provide all Maintenance Support services necessary to ensure systems are functioning properly. Contractor shall provide consultation services to designated DCPS or Agency Representatives or OCTO, during regular operating hours of the schools (including extended hours for extracurricular activities) and the District office business days, on an as-needed basis.	each order	\$
1009	Systems and Data Security Services: The Contractor shall, at all times, in all locations, ensure protection against unauthorized access, disclosure, transfer, modification or destruction of the SAAT system and of all data and information in the SAAT and related systems. Security shall be in accordance with DCPS Rules and Regulations. Databases shall be encrypted to the standards described in the Statement of	each order	\$ \$

1010	<p>Work.</p> <p>OCTO System Administrator Capabilities: The Contractor shall provide continuous full access and capabilities for OCTO personnel to perform Administrator tasks and functions as described in Section C.3.6.3</p>	each order	\$
1011	<p>Training As described in the Bidder's Proposal.</p>	Per Trainee	\$
1012	<p><u>Optional CLINS not evaluated for source selection purposes:</u> (Do not include price Totals)</p> <p>Value Added Modules: Contractor shall provide optional Modules as proposed: a.) b.) c.)</p>		a\$ b\$ c\$
1013	<p>Other Hardware Options: The Contractor shall provide other hardware (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System, as described in the bidder's proposal</p>	each	a\$ b\$ c\$
1014	<p>Other Software Options: The Contractor shall provide other software (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System as described in the bidder's proposal. This includes all necessary Licenses and Use Agreement costs.</p>	each	a\$ b\$ c\$
1015	<p>Other Service Options: The Contractor shall provide other</p>	each	a\$

1016	<p>services (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System as described the bidder's proposal.</p> <p>Other Miscellaneous Options: The Contractor shall provide other items (such as travel) necessary to ensure the success of the SAAT System as described in the bidder's proposal</p> <p><u>TOTAL FOR OPTION PERIOD ONE</u></p>	each	<p>b\$ c\$</p> <p>a\$ b\$ c\$</p> <p>\$</p>
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B.3.2.2 Option Period Two (2) (One Year)

CLIN NUMBERS	Supplies or Services	UNIT OF MEASURE	FIXED PRICE
2001	<p><u>Preeminent Requirements</u></p> <p>Scalable System Access Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Access Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.</p>	<p><u>(Per School or Agency Facility)</u></p> <p>each</p>	<p><u>(Per School or Agency Facility)</u></p> <p>\$</p>
2002	<p>Scalable System Attendance Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Attendance Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.</p>	each	\$
2003	<p>Integration: Contractor shall</p>	each	\$

	provide state-of-the-art fully-functional seamless integration of a SAAT system with legacy systems described in the Statement of Work.		
2003a	DCStars Integration		a\$
2003b	DESTINY Integration		b\$
2003c	WinSNAP Integration		c\$
2004	Implementation: The Contractor shall initialize, install, configure, integrate and implement a state-of-the-art fully-functional SAAT System as described in the Statement of Work.	each	\$
	<u>Important Requirements</u>		
2005	Project Plan (each order): Contractor shall submit one detailed Project plan before commencing on each order. Project plan is to meet the requirements identified in the Statement of Work	each	\$
2006	Equipment Cost (Reimbursement) for Each order	each	\$
2007	Reports: The Contractor shall generate and provide reports, and reporting features as described in Section C.3.7.4 of the Statement of Work.	each	\$
2007a	OPTIONAL Reports: Contractor generated custom reports, if required by the District, on a Labor Hour basis.	Hour	a\$

2008	<p>Maintenance Support Services: The Contractor shall provide all Maintenance Support services necessary to ensure systems are functioning properly. Contractor shall provide consultation services to designated DCPS or Agency Representatives or OCTO, during regular operating hours of the schools (including extended hours for extracurricular activities) and the District office business days, on an as-needed basis.</p>	each order	\$
2009	<p>Systems and Data Security Services: The Contractor shall, at all times, in all locations, ensure protection against unauthorized access, disclosure, transfer, modification or destruction of the SAAT system and of all data and information in the SAAT and related systems. Security shall be in accordance with DCPS Rules and Regulations. Databases shall be encrypted to the standards described in the Statement of Work.</p>	each order	\$
2010	<p>OCTO System Administrator Capabilities: The Contractor shall provide continuous full access and capabilities for OCTO personnel to perform Administrator tasks and functions as described in Section C.3.6.3</p>	each order	\$
2011	<p>Training As described in the Bidder's Proposal.</p> <p><u>Optional CLINS not evaluated for source selection purposes:</u> (Do not include price Totals)</p>	Per Trainee	\$

2012	<p>Value Added Modules: Contractor shall provide optional Modules as proposed: a.) b.) c.)</p>		<p>a\$ b\$ c\$</p>
2013	<p>Other Hardware Options: The Contractor shall provide other hardware (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System, as described in the bidder's proposal</p>	each	<p>a\$ b\$ c\$</p>
2014	<p>Other Software Options: The Contractor shall provide other software (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System as described in the bidder's proposal. This includes all necessary Licenses and Use Agreement costs.</p>	each	<p>a\$ b\$ c\$</p>
2015	<p>Other Service Options: The Contractor shall provide other services (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System as described the bidder's proposal.</p>	each	<p>a\$ b\$ c\$</p>
2016	<p>Other Miscellaneous Options: The Contractor shall provide other items (such as travel) necessary to ensure the success of the SAAT System as described in the bidder's proposal</p> <p><u>TOTAL FOR OPTION PERIOD TWO</u></p>	each	<p>a\$ b\$ c\$</p> <p>\$</p>

B.3.2.2 Option Period Three (3) (One Year)

CLIN NUMBERS	Supplies or Services	UNIT OF MEASURE	FIXED PRICE
	<p><u>Preeminent Requirements</u></p>	<p><u>(Per School or Agency Facility)</u></p>	<p><u>(Per School or Agency Facility)</u></p>
3001	<p>Scalable System Access Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Access Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.</p>	each	\$
3002	<p>Scalable System Attendance Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Attendance Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.</p>	<u>each</u>	\$
3003	<p>Integration: Contractor shall provide state-of-the-art fully-functional seamless integration of a SAAT system with legacy systems described in the Statement of Work.</p>	<u>each</u>	\$
3003a	DCStars Integration		a\$
3003b	DESTINY Integration		b\$
3003c	WinSNAP Integration		c\$
3004	<p>Implementation: The Contractor shall initialize, install, configure, integrate and implement a state-of-the-art fully-functional SAAT</p>	each	\$

	System as described in the Statement of Work.		
	<u>Important Requirements</u>		
3005	Project Plan (each order): Contractor shall submit one detailed Project plan before commencing on each order. Project plan is to meet the requirements identified in the Statement of Work	each	\$
3006	Equipment Cost (Reimbursement) for Each order	each	\$
3007	Reports: The Contractor shall generate and provide reports, and reporting features as described in Section C.3.7.4 of the Statement of Work.	each	\$
3007a	OPTIONAL Reports: Contractor generated custom reports, if required by the District, on a Labor Hour basis.	Hour	a\$
3008	Maintenance Support Services: The Contractor shall provide all Maintenance Support services necessary to ensure systems are functioning properly. Contractor shall provide consultation services to designated DCPS or Agency Representatives or OCTO, during regular operating hours of the schools (including extended hours for extracurricular activities) and the District office business days, on an as-needed basis.	each order	\$

3009	<p>Systems and Data Security Services: The Contractor shall, at all times, in all locations, ensure protection against unauthorized access, disclosure, transfer, modification or destruction of the SAAT system and of all data and information in the SAAT and related systems. Security shall be in accordance with DCPS Rules and Regulations. Databases shall be encrypted to the standards described in the Statement of Work.</p>	each order	\$
3010	<p>OCTO System Administrator Capabilities: The Contractor shall provide continuous full access and capabilities for OCTO personnel to perform Administrator tasks and functions as described in Section C.3.6.3</p>	each order	\$
3011	<p>Training As described in the Bidder's Proposal.</p> <p><u>Optional CLINS not evaluated for source selection purposes:</u> (Do not include price Totals)</p>	Per Trainee	\$
3012	<p>Value Added Modules: Contractor shall provide optional Modules as proposed:</p> <p>a.) b.) c.)</p>		a\$ b\$ c\$
3013	<p>Other Hardware Options: The Contractor shall provide other hardware (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System, as described in the bidder's proposal</p>	each	a\$ b\$ c\$

3014	<p>Other Software Options: The Contractor shall provide other software (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System as described in the bidder's proposal. This includes all necessary Licenses and Use Agreement costs.</p>	each	a\$ b\$ c\$
3015	<p>Other Service Options: The Contractor shall provide other services (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System as described the bidder's proposal.</p>	each	a\$ b\$ c\$
3016	<p>Other Miscellaneous Options: The Contractor shall provide other items (such as travel) necessary to ensure the success of the SAAT System as described in the bidder's proposal</p> <p><u>TOTAL FOR OPTION PERIOD THREE</u></p>	each	a\$ b\$ c\$ \$

B.3.2.2 Option Period Four (4) (One Year)

CLIN NUMBERS	Supplies or Services	UNIT OF MEASURE	FIXED PRICE
4001	<p><u>Preminent Requirements</u></p> <p>Scalable System Access Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Access Module for DCPS which can be</p>	<p><u>(Per School or Agency Facility)</u></p> <p>each</p>	<p><u>(Per School or Agency Facility)</u></p> <p>\$</p>

	<p>scaled for enterprise wide use as described in the Statement of Work.</p>		
4002	<p>Scalable System Attendance Module: The Contractor shall provide a state-of-the-art fully-functional SAAT system Attendance Module for DCPS which can be scaled for enterprise wide use as described in the Statement of Work.</p>	<u>each</u>	\$
4003	<p>Integration: Contractor shall provide state-of-the-art fully-functional seamless integration of a SAAT system with legacy systems described in the Statement of Work.</p>	<u>each</u>	\$
4003a	DCStars Integration		a\$
4003b	DESTINY Integration		b\$
4003c	WinSNAP Integration		c\$
4004	<p>Implementation: The Contractor shall initialize, install, configure, integrate and implement a state-of-the-art fully-functional SAAT System as described in the Statement of Work.</p>	each	\$
	<p><u>Important Requirements</u></p>		
4005	<p>Project Plan (each order): Contractor shall submit one detailed Project plan before commencing on each order. Project plan is to meet the requirements identified in the Statement of Work</p>	each	\$
4006	<p>Equipment Cost (Reimbursement) for Each</p>	each	\$

4007	<p>order</p> <p>Reports: The Contractor shall generate and provide reports, and reporting features as described in Section C.3.7.4 of the Statement of Work.</p>	each	\$
4007a	<p>OPTIONAL Reports: Contractor generated custom reports, if required by the District, on a Labor Hour basis.</p>	Hour	a\$
4008	<p>Maintenance Support Services: The Contractor shall provide all Maintenance Support services necessary to ensure systems are functioning properly. Contractor shall provide consultation services to designated DCPS or Agency Representatives or OCTO, during regular operating hours of the schools (including extended hours for extracurricular activities) and the District office business days, on an as-needed basis.</p>	each order	\$
4009	<p>Systems and Data Security Services: The Contractor shall, at all times, in all locations, ensure protection against unauthorized access, disclosure, transfer, modification or destruction of the SAAT system and of all data and information in the SAAT and related systems. Security shall be in accordance with DCPS Rules and Regulations. Databases shall be encrypted to the standards described in the Statement of Work.</p>	each order	\$
	<p>OCTO System Administrator</p>	each order	\$

4010	<p>Capabilities: The Contractor shall provide continuous full access and capabilities for OCTO personnel to perform Administrator tasks and functions as described in Section C.3.6.3</p>		
4011	<p>Training As described in the Bidder's Proposal.</p> <p><u>Optional CLINS not evaluated for source selection purposes:</u> (Do not include price Totals)</p>	Per Trainee	\$
4012	<p>Value Added Modules: Contractor shall provide optional Modules as proposed: a.) b.) c.)</p>		a\$ b\$ c\$
4013	<p>Other Hardware Options: The Contractor shall provide other hardware (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System, as described in the bidder's proposal</p>	each	a\$ b\$ c\$
4014	<p>Other Software Options: The Contractor shall provide other software (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT System as described in the bidder's proposal. This includes all necessary Licenses and Use Agreement costs.</p>	each	a\$ b\$ c\$
4015	<p>Other Service Options: The Contractor shall provide other services (not listed elsewhere in this Solicitation) necessary to ensure success of the SAAT</p>	each	a\$ b\$ c\$

4016	<p>System as described the bidder's proposal.</p> <p>Other Miscellaneous Options: The Contractor shall provide other items (such as travel) necessary to ensure the success of the SAAT System as described in the bidder's proposal</p> <p><u>TOTAL FOR OPTION PERIOD FOUR</u></p>	each	<p>a\$ b\$ c\$</p> <p>\$</p>
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B.3.3 DISCOUNT FOR LARGE ORDERS

(example: 30 Schools or Agency Facilities each order 15% discount)

_____ %

**RFP Requirements
Smart Access and Attendance System (SAAT)**

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO), is seeking a contractor to implement and maintain a system to monitor and manage student and visitor access to, and student attendance at, all DC Public Schools.

The goal of this initiative is to obtain and implement an enterprise-wide system to enhance security and safety for students and staff at schools. The goal is also to improve school administration, promote a stronger sense of community, reduce school vandalism and enhance parent/school communication.

Each Public School in the District requires the complete system deployed, including hardware and software. Hardware shall include, but is not limited to, hand-scanners, laptops, screens, printers, and hand held devices to be used for scanning ID cards to allow access to the school building and to take class attendance in each class.

In order to accomplish this goal, the contractor's system must integrate with DC STARS by allowing two-way communication between both systems. When integrating with DC STARS, the new system must be updated with current registration information, class schedules, registrations and other student information. The new system must also provide information on attendance to DC STARS, report any differences or anomalies, ensuring a single and accurate attendance record. By having this accurate attendance record, the new system is expected to result in significant efficiencies and enhanced accountability for the DC Public Schools.

The system will also be required in the future to integrate with other existing school applications specified in C.3.3.

The system is integral to the soon to be deployed DC OneCard program. The system must accept DC OneCards for each student as their official student ID, as well as official ID for administrators, facility workers and teachers. Part of the goal is for students to no longer need to carry separate cards for school, the library, the recreation centers, the DC MetroRail and busses, etc.

The District may purchase the SAAT system for use strictly as an access-control and security system. However the Attendance capability is a requirement, which may or may not be purchased and deployed separately at the District's option.

The SAAT system must, at a minimum, enable schools to account for each person in the school, ensure that students are attending class, identify students who had been suspended or were under some other disciplinary action, identify individuals who are not authorized to be in the school, assist in reducing vandalism, monitor visitors, maintain official attendance records, and provide reports to better monitor and manage students. The system shall also serve as a means of publicly identifying and celebrating significant achievements such as winning school team members, participation in extracurricular activities and positive student milestones such as students' birthdays. The SAAT system shall also provide user interface capability with teachers and system users.

As an enterprise system, the system must allow data on students to be shared between schools or Agencies. The system must allow administrators at one school to determine immediately if students from another school are authorized to be in the building. Initial order is anticipated to be for approximately 33 schools with 600 or fewer students in each school, for an estimated total of 20,400 students. However, the District may order further deployment of up-to approximately 151 schools. The District may make further orders for other Agencies beyond DCPS, because the SAAT shall be an Enterprise system to monitor building access.

A District project manager will be assigned to work with the contractor's team to provide assistance and oversight.

C.1.1 Applicable Documents:

- a. Public Education Reform Amendment Act of 2007
- b. The Public Education Reform Amendment Act of 2007
- c. National School Lunch Program as mandated by the Child Nutrition and WIC Reauthorization of 2004
- d. OCTO's policies, standards and guidelines documented at <http://octo.dc.gov/octo/cwp/view,a,1302,q,579820,octoNav,%7C32782%7C.asp>
- e. Most current version (SIF 2.*) of the School Interoperability Framework specification (<http://www.sifinfo.org>).
- f. No Child Left Behind Act of 2001 at <http://www.ed.gov/policy/elsec/leg/esea02/index.html>
- g. Individuals with Disabilities Education Act of 2004 at <http://idea.ed.gov/explore/view/p/%2Croot%2Cstatute%2C>

h. Documentation on Privacy Laws: 42 U.S.C. §§ 290dd-3, § 290ee-3, and 42 C.F.R. Part 2

(“Confidentiality of Alcohol and Drug Abuse Patient Records”);

20 U.S.C. § 1232g and 34 C.F.R Part 99 (Family Education Rights and Privacy Act, or “FERPA”);

42 U.S.C. § 1320d *et seq.*, 45 C.F.R. Parts 160 & 164 (Health Insurance Portability and Accountability Act of 1996, or “HIPAA”) and...

The following provisions of the D.C. Code: §§ 4-209.04; 4-754.11; 4-1302.03; 4-1303.06; 4-1405; 7-131(b); 7-1202; 7-1203; 7-1231.14; 7-1305.12; 16-2331(b); 16-2332(b); 16-2333(b); 39-108.

i. OCTO Policy:

<http://octo.dc.gov/octo/cwp/view,a,1302,q,579820,octoNav,%7C32782%7C.asp>

C.1.2 DEFINITIONS

C.1.1.1 OCTO – Office of the Chief Technology Officer within the Government of the District of Columbia

C.1.1.2 DCPS – District of Columbia Public Schools

C.1.1.3 SAAT – Smart Access and Attendance System

C.2 BACKGROUND

The District has initiated the DC OneCard program to put a single card into the hands of DC residents for all their DC government needs.

C.2.1 OCTO has been asked to procure and implement a system that will enable the DC school system to monitor and manage public school students with regards to:

- Building access (entrance and exit)
- Attendance by individual classes)

Currently, access to school buildings and class attendance is a school-by-school proposition.

C.2.2 Several District agencies are direct SAAT application stakeholders and have expressed various requirements for such a system. These stakeholder agencies include, but are not limited to:

- I. Executive Office of the Mayor (EOM)
- II. Office of the City Administrator (OCA)

- III. District of Columbia Public Schools (DCPS)
- IV. Office of the Chief Technology Officer (OCTO)
- V. Office of Public Education Facilities Modernization (OPEFM)

Each stakeholder agency has different functions that will be tracked using the installed SAAT system. The requirements to fulfill each of these functions are detailed in section C.3.

C.3 MINIMUM REQUIREMENTS FOR THE SAAT SYSTEM:

The Office of the Chief Technology Officer (OCTO) of the Government of the District of Columbia recognizes that there are many student access and attendance systems available for municipal governments. There are three preeminent requirements for the District's citywide SAAT. These are:

A. Integration – Quick, effective and seamless integration with other, existing DC Public School systems is paramount. These systems include DC STARS, DESTINY, for textbook management, and WinSNAP, the DC Schools cafeteria system. Integration shall include legacy applications, such as Application Programming Interfaces (API), web services, XML, etc.

B. Scalability – Proposed solution must adapt to increased demand. As the system is deployed to large blocks of user populations, and in sharply increased demand situations, the SAAT must continue to deliver a high-level of system performance. Standard response times must not significantly change regardless of volume. Solution must provide reliability and availability 99.9 percent of the time.

C. Implementation of a SAAT (i.e., initial project / configuration; to begin within 30-days of the contract award – The initial implementation of the SAAT system must entail integration with DC STARS and the deployment to schools with grades 6-12 over a very short period of time, as reflected in the Plan Portion of the Bidder's Proposal. **Statistics:** Initial deployment is anticipated to be for approximately 33 schools with 600 or fewer students in each school, for an estimated total of 19,800 students. However, the District may order further deployment of up-to approximately 151 schools. The District may make further orders for other Agencies beyond DCPS.

ADDITIONAL MINIMUM CAPABILITIES AND FUNCTIONALITIES OF THE SAAT;

The following sections are additional requirements that the SAAT shall meet in order to fulfill this statement of work:

C.3.1 Enterprise-wide platform – Currently, student access and attendance is managed on a school-by-school basis. The SAAT must be an enterprise-wide solution for DC schools. The District intends to eventually use it in all DC Schools for students in grades preK-12. Any contracts resulting from this solicitation shall also allow other District Agencies to utilize the contract to purchase SAAT technology.

C.3.1.1 The District prefers that the SAAT system would be web enabled with wireless communications. If it does and is deployed in a school, the system must have a method of handling all functions of the application when connectivity is lost. However, because some DC schools do not have wireless capability at this time, the SAAT system must be able to accommodate both a hardwired and wireless environment in the schools until all schools operate in a wireless environment. The District requires 'Active/Active' connectivity for the SAAT system.

C.3.1.2 – The system must include backups and fail-safes. For example, the system is prepared in the event a server or system goes down. Bidder's Proposal may recommend each school be equipped with its own hardware and an instance of the software in a stand-alone environment. Hardware includes, but is not limited to scanners, laptops, screens, printers, and hand held devices to be used in scanning ID cards for access and in taking attendance in each class.

C.3.1.3 – Equipment must be compatible and reliable for the volume of usage in the schools. For example, the ID card printer needs to be of sufficiently high quality and speed for the number of students in any given school.

C.3.1.4 – The SAAT system must be portable. For example, Bidder's proposal may utilize laptops and portable equipment for scanning IDs for student access if a computer is required as part of the scanning process.

C.3.1.5 – The SAAT system must provide for mobile ID scanning as students enter or exit the school building. The cart or booth containing the scanning system must be designed to be mobile and portable, so it can be easily moved from location to location with very little manpower. The scanning unit must likewise be mobile to allow setup in various locations throughout the building.

C.3.1.6 – The SAAT system must provide access to system information and perform functions from handheld devices with Internet or wireless access. For example, administrators must be able to conduct hallway checks using hand held devices to determine if a student is allowed in a building or if the student is supposed to be in class. The preferred option is for the District to select and use any commodity or brand name hand held devices or equipment on the market.

C.3.1.6.1- A key capability is that if the system goes down, handhelds shall have enough data stored on them to continue to function, including limited functions adequate to validate an ID of an individual.

C.3.2 Integration with DC STARS – The system must be integrated with DC STARS such that information can be exchanged between the two systems.

C.3.2.1 The SAAT system must allow information about any student to be available for any school. The information would come from the communication between the SAAT system at a school and the DC STARS system. Schools often have students from other schools present. A student must be identifiable as temporarily allowed access in that school for that day. (McKinley Tech, for example.) SAAT must allow information about any student to be accessible by any school. That is, if a student from School A enters School B, administrators or teachers in School B must be able to identify that student using SAAT.

C.3.2.2 Any data exchange between the cards, the local client or host and the main server must be encrypted to protect against identity theft and to ensure the privacy of student information consistent with DC and Federal laws. Databases must also be encrypted to the Advanced Encryption Standard, or better.

C.3.2.3 The SAAT system must be able to capture the unique student identifier to identify the students correctly from DC STARS. Each student is attached to a home school and may have a cross enrollment with other school within a LEA. The SAAT system must easily map the student / school relationship.

C.3.2.3.1 DC STARS tracks attendance data for both elementary and secondary schools in DCPS. However, attendance data are tracked differently between elementary and secondary schools. Elementary schools take daily attendance while secondary schools take attendance by period/class. There are as many as 8 periods/classes per day.

C.3.2.3.2 At elementary schools, students are assigned to home rooms that have unique numbers and have home room teachers attached to the rooms. Attendance data is linked for each student to the homeroom and teacher. The unique link (students to homerooms and teachers) must be maintained in the new SAAT system.

C.3.2.3.3 At secondary schools, students are scheduled for courses. Attendance data is linked to each student using course section and teacher. This will allow the data transfer to maintain uniqueness for each student. The new SAAT system must be able to accept and send the data back at that level for attendance.

C.3.2.4 – The SAAT system and DC STARS must conduct, at a minimum, nightly updates to ensure up-to-date information in the schools each day. Preferably, the SAAT system and DC STARS must exchange data in real time or synchronize at near real time. The data exchange must ensure that data entered by School A, such as an immediate suspension, would be available to School B that same day in case the suspended student attempted to enter School B.

C.3.3 Integration with other DC School Systems – The SAAT system must be capable of being integrated with existing school applications that will permit the use of a single ID card for purposes other than access and attendance.

C.3.3.1 – The SAAT system must be integrated with the DC Schools nutrition services system, WinSNAP.

C.3.3.1.1 Meal Status: This field identifies the Free and Reduced Meal status for each student as it relates to the School Lunch Program. Meal status is determined by family income and number of dependents. This information allows DCPS, as well as individual schools, to receive Federal and Private grant funds.

C.3.3.1.2 Pre-paid account balance - This account is used for students to pay in advance for school lunch food such as ala cart items. Students give their money to a cashier or a kiosk and those funds are applied to their pre-paid balance. Student ID number is used to track balances by student.

C.3.3.2 – The SAAT system must be integrated with the textbook management system, DESTINY.

C.3.3.2.1 The SAAT must integrate with DESTINY in regards to the unique student identifier and the associated ISBN numbers found in school library books. The SAAT must know what books have been taken out under the student's ID.

C.3.4 Integration with DC OneCard – The SAAT system must be integratable with the DC OneCard system. The DC OneCard makes accessing services easier and more convenient for District residents. With this single identification card, adults and children can utilize multiple DC government programs and facilities, including recreation centers, libraries and the Metro. System shall be capable of identifying all individuals through the DC OneCard system. This shall include individuals not required to swipe their DC OneCard.

C.3.4.1 – The SAAT system must allow use of the DC OneCard as a school ID, allowing entrance into the school and used to take class attendance, if applicable.

C.3.4.2 – The SAAT system must be able to utilize a card that contains a photo of the student. The student's photo would be used both in building access and in taking attendance as described in Section C.3.6.

C.3.4.3 – SAAT must be able to handle a card that can have different identifying information depending on the grade level of the student. For example, a card might have the last name and first initial of children in grades preK-5, while the card might contain the last and first name of students in grades 6-12. SAAT must be able to identify the student in either case.

C.3.4.4 – The SAAT system must be able to incorporate the use of biometrics technology with the DC OneCard for access and attendance. While it is anticipated that schools will initially use the DC OneCard as the means for identifying a student, the SAAT system must be able to incorporate biometric technology to enhance access and attendance capabilities. For example, a student’s fingerprints could be used for access along with the card or in place of the card if the student did not have their card.

C.3.4.5 – The SAAT system must have the potential to incorporate RFID and other smart chip technology.

C.3.4.6 – The SAAT system must be capable of integrating with Magnetic Stripe and Barcode systems.

C.3.4.7 – The SAAT system must have the capability to provide temporary ID cards when the original card is left at home, lost, stolen, or misplaced. The SAAT generated temporary ID card is used as the primary ID method once the student is in the school. Students must have an ID card at all times when on school properties.

C.3.4.7.1- The SAAT generated temporary ID card must include a picture of the student.

C.3.5 Access to school or Agency facilities – The system must be able to monitor both entrance to and exit from the building by students and visitors.

C.3.5.1 – **MINIMUM STANDARD:** The SAAT system must be able to scan a card, identify the student within 5 seconds, and display the student’s picture for visual identification. A mean and median average of two seconds or quicker is the standard, with no more than 5 seconds under any conditions.

C.3.5.2 – At the point of entry into the school or Agency building, the SAAT system must provide visual and adjustable or mutable audible alerts to identify, at a minimum, the following information:

- Positive events such as birthdays, perfect attendance, congratulations for winning a game or other accomplishments. (NOTE: Student has the ability to “opt-out” of positive alerts.)
- Student is suspended
- Student cut a class yesterday
- Student has not received the required immunizations
- Student needs to go immediately to the office or other destination
- Student tried to scan in with an inactive card
- Student is supposed to be in testing. For example, if the student is supposed to be taking a standardized test when his or her card is scanned, the system must notify the

teacher or administrator to that fact to ensure the student can be sent to the test area immediately.

- Other customized alerts (that the SAAT system allows schools or Agencies to create)

C.3.5.3 – The SAAT system must control visitor access in addition to student access. The visitor must have some form of ID (e.g., driver’s license) that can be scanned so that the information will be entered into the system and a visitor pass can be issued. If the visitor does not have an ID, the system must allow the administrator or teacher to key the necessary information and then take a picture of the visitor. The visitor pass must contain the visitor’s picture, whether from the ID or from a photo taken by the SAAT system.

C.3.5.4 – The SAAT system must be able to monitor access to other areas besides the entrance and exits to the building, such as the gym, bathroom, cafeteria, etc. Students and visitors would have their ID scanned and access to a particular area would be recorded. The system must contain visual and audible alerts that would alert school or Agency staff if the student or visitor is prohibited from entering the area.

C.3.5.5 – The SAAT system must be able to monitor access for after school activities on school or Agency premises. The system must be able track what the specific event was, as well as the students and visitors who entered the building for the activity.

C.3.5.6 – Exiting the school or Agency building would not include normal dismissal (unless the DC OneCard contained an RFID chip and proximity readers were setup at all exits). The SAAT system must be able to note when a student leaves and if the exit is permissible, e.g., excused absences, through the DC Stars system interface. If a student left the premises and the reader/scanner recorded this, the system would be able to match it in the database to the excused absence. The system must also be able to record if a student left the premises without authorization.

C.3.5.7 – The SAAT system must allow for the use of mobile devices to monitor students once they have entered the building. For example, an administrator or teacher might conduct a type of hallway monitoring to determine if students are supposed to be in the building or if they need to be in a particular class. The system must permit an administrator or teacher using the device to receive or enter an alert about a student.

C.3.6 Classroom Attendance Capabilities – The system must allow a teacher to use the DC Stars system or the SAAT system to monitor a student’s attendance period-by-period. That is, a teacher must be able to use native attendance tracking in the DC Stars system or the attendance tracking system in the SAAT system, at the District’s option.

C.3.6.1 – If The SAAT system is chosen to track attendance, it must:

- a. enable a teacher to call up and view on a computer screen the pictures and identifying information of the students who need to be attending a particular class at a particular time.

b. allow the teacher to record who is attending the class and who is not.

c. must be able to record the following information about each student in that particular class, at the end of the class:

- The student attended the class
- The student was absent from the class
- The student was late to the class (tardy)
- The student has an excused absence

C.3.6.2 – The SAAT system must allow the teacher to record if a student checks into class but then leaves before the period ends.

C.3.6.3 – Attendance information must be available in real time or near real time to allow teachers and administrators to identify if a student has skipped a class or has incurred some other kind of disciplinary action.

C.3.6.4 – The SAAT system must be able to update student attendance records when there is an early dismissal or when classes are cut short for some reason.

C.3.6.5 – The SAAT system must allow a teacher to immediately record the fact that a student was disruptive in class or otherwise acted in some manner that warrants some type of disciplinary follow-up.

C.3.7 Reporting – The SAAT system must provide a comprehensive suite of reports that can be used by individual schools or Agencies, the DCPS Central Office, and the Mayor’s office.

C.3.7.1 – The SAAT system must provide reports at the school or Agency level about such information as classroom attendance, discipline, tardiness, or absenteeism. Reports must provide aggregate level (class, school) as well as individual student information.

C.3.7.2 – The SAAT system must provide a variety of standard, out-of-the-box additional reports and dashboards to meet administrative level requirements of the Central Office, including, but not limited to access and attendance trends by school, grade, ward, etc.

C.3.7.3 – The SAAT system must provide dashboard reporting to meet executive level and individual school or Agency level requirements.

C.3.7.4 – The SAAT system must enable staff using the system to create ad hoc reports.

C.3.8 Notification – The SAAT system must, at a minimum, allow notifications to be sent out to parents and to administrators in the following cases:

- A student is absent for a certain amount of time after coming to school.
- A student cuts class.
- A student is missing from school.

Proposed notification method may be by letter and/or by email. The SAAT system must also allow for customized notifications as well.

C.3.9 Teacher Access and Administration – The SAAT system must enable schools to manage teacher access.

C.3.9.1 – **(At the District’s option)** The SAAT system must be able to track access into the school or Agency building by teachers and other school staff.

C.3.9.2 – The SAAT system must be able to manage and track substitute teachers as they enter the school and instruct in classes. The system must allow accounts to be set up that act as shadow accounts for substitute. Substitute’s accounts must have similar functionality to Teacher’s accounts.

C.3.10 **Data storage** – The SAAT system must accommodate the data storage requirements for information that resides on the SAAT system in each local school or Agency, as well as data that resides in the DC Stars system. Data shall be stored in accordance with established laws, policies rules and procedures in place in each school or Agency, and in accordance with the FERPA standards. Databases must be encrypted to the Advanced Encryption Standard or better.

C.3.11- **Training** – The Contractor shall provide Training in accordance with the Bidder’s Proposal.

C.3.12 – **End-State**- The Contractor shall provide, install, integrate and deploy all upgrades, updates and patches as they come available over the life of this contract, including executed options. The end-state is a “fully up-to-date, latest available” system at the conclusion of this contract.

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 6, Inspection of Services, 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 (1) 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

All deliverables shall be delivered to: Michelle Spence, COTR (See Statement of Work for address) in accordance with the chart below and requirements outlined in Section L.

Item #	DELIVERABLE	QTY	METHOD OF DELIVERY	DUE DATE
01	Preliminary Project Plan (CLIN 0001)	5	Paper	10 Days following award.
		1	Electronic	
02	Receipts for Initial Equipment Cost Reimbursement (set)	1	Paper	30 Days following award.
03	Implementation at first school (CLIN 0007)	1	On-site	30 Days following award.
04	Implementation at subsequent schools, Grades 6-12 (CLIN 0007)	33	On-site	According to the approved project plan and schedule.
05	<u>Optional</u> Implementation at remaining schools, Elementary, Middle, and High schools (CLIN 0007)	116 (approximately)	On-site	According to the approved project plan and schedule
06	Recurring and Ad Hoc Reports (CLIN 0009)	5	Paper	According to the approved project plan and schedule.
		1	Electronic	
07	Training at each school, Grades 6-12 (CLIN 0013)	34	On-site	According to the approved project plan and schedule.
08	<u>Optional</u> Training at remaining schools, Elementary, Middle and High Schools (CLIN 0013)	116 (approximately)	On-Site	According to the approved project plan and schedule.

F.4 The work shall be performed at the each of the DCPS schools, Washington, DC, unless otherwise directed in writing by the COTR.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

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

Name: Office of the Controller/Agency CFO
Address: 441 – 4th Street, N.W., Suite 7
Washington, DC 20001

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

Contractor shall be paid based on the pricing strategy offered by the offeror. Payment schedule will be agreed upon prior to contract award.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

Annie R. Watkins
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW
Suite 930S
Washington, DC 20001
202-727-5274
202-727-1679 (f)
Annie.watkins@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

Lisa Vora
Program Manager
Application Services
Office of the Chief Technology Officer
441 4th Street, NW, Suite 1000S
Washington, DC 20001
202-631-6083
Lisa.vora@dc.gov

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

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

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 2005-2103, Rev. 6, dated May 29, 2008 in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private

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

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.3) in which the Contractor shall agree that:

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

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

- (a) Name;
- (b) Social security number;
- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

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

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

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

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

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

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine

whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

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

H.6 PROTECTION OF PROPERTY

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

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

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

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

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

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and

associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor

without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required 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 limit 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, Rev. 6, dated May 29, 2008

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

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

J.2.4 Cost/Price Data Package

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of:

- _____
 an individual,
 a partnership,
 a nonprofit organization, or
 a joint venture.

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

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

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION, AND CONTENT

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper and one (1) electronic CD in Microsoft format. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCTO-2008-R-0348 for Student Access and Attendance System.

L.2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet the requirements of this solicitation. The details of the Offeror's proposal are to be provided in the following format:

L.2.1.1 Executive Summary – The Executive Summary shall include a description of the approach, risks, and assumptions made by the Offeror and should mention the total cost and estimated implementation schedule for deploying its proposed solution.

L.2.1.2 Experience and Qualifications – The Offeror shall identify other state or local governments where the Offeror has installed the proposed Citizen Interaction & Relationship Management system. The Offeror shall provide contact information

for these previous clients including client name, address, contact person, phone number, email address, period work was performed, and scope of work performed.

L.2.1.3 Litigation/Early Termination – The Offeror shall list any litigation pending and/or engagements that have been terminated prior to normal contract expiration in the past five (5) years. The Offeror shall include the client, address, contact person, phone number, and an explanation of the reasons for the litigation or early termination.

L.2.1.4 Proposed Solution – The Offeror shall describe their approach(s) or methodology regarding the integration of information with legacy applications (e.g. Application Programming Interfaces (APIs). Web services, XML, etc.). Please provide complete, current, and comprehensive technical systems documentation.

L.2.1.4.1 The Offeror shall describe the proposed solution including hardware and software requirements including the programming language(s) and integrated development environment (IDE) used to create the application, the database management system, and operating system requirements.

L.2.1.4.2 The offeror shall describe their approaches, tools, and/or methodology regarding the integration of information with legacy applications (e.g. Application Programming Interfaces (APIs), web services, XML, etc.).

L.2.1.4.3 The Offeror shall indicate, where necessary, any additional costs that the District will incur to customize the proposed solution in order to fulfill the minimum functional requirements in the Statement of Work.

L.2.1.5 Detailed Requirements Response – The Offeror shall provide a response to each requirement point identified in Section 3 of this document. For each requirement, the Offeror shall indicate if the requirement is fulfilled by the Offeror's standard system or if customizations will be required. If customization is required, the Offeror shall include the cost of customizing the standard system to meet the requirement for each requirement.

L.2.1.6 Deployment – The Offeror shall describe the process of deploying and implementing the Student Access and Attendance System for the District of Columbia. Include a timeline, number and type of resources required, and cost by role (if not included in the license fee). The Offeror shall also describe travel and accommodation expenses (if any).

L.2.1.7 Additional Software Requirements – The Offeror shall list any additional software applications, utilities, etc. that the District would be

required to purchase in order to successfully deploy the Offeror's solution (e.g. reporting software or middleware).

L.2.1.8 Data Migration – The Offeror shall define the migration strategy to be used moving data from the existing system to the Offeror's proposed system. The Offeror shall include a timeline and cost.

L.2.1.9 Testing – The Offeror shall provide a detailed test plan that provides roles, responsibilities and scheduled for all testing. All UAT testing shall use current District data. The Offeror shall include a timeline and cost.

L.2.1.10 Training – The Offeror shall provide a Training Plan to describe the Bidder's preferred method and location of training, and prices for Training options available to the District. Training shall include the Bidder's recommendations regarding who should be trained on the system, how many persons at each school or facility, Train-the-trainer, class size limit, etc. Following each instance of Training, the Training materials shall become the property of the District.

In the proposal, the Bidder shall list any assumptions used in the preparation of the proposal.

The Bidder shall provide an "estimated effort" required of District Personnel, by Personnel Type, in order to successfully execute the proposal.

L.2.1.11 End-User and Administrator User Guides – The Offer shall indicate in their response whether the Offeror plans on delivering "generic" documentation or if the Offeror will tailor the manuals to match the District's workflow and jargon. . The Offeror shall include a timeline and cost of this documentation.

L.2.1.12 Support – The Offeror shall describe their support methodology (on-site, phone, web, FAQs, etc.). The Offeror shall include the cost of all options available.

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

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

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. on October 17, 2008. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 15 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 15 days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Annie R. Watkins, 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, Annie R. Watkins, the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 **PROPOSALS WITH OPTION YEARS**

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

L.8 **PROPOSAL PROTESTS**

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

L.9 **SIGNING OF OFFERS**

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within ten (10) days of contract award to:

Annie R. Watkins
Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, N.W., Suite 971
Washington, DC 20001
202/727-5274
202-727-1679 (f)
Annie.watkins@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

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

L.20 PRE-PROPOSAL CONFERENCE

- I.20.1 A pre-proposal conference will be held at 10:00 a.m., on [May 9, 2008](#), at 441 – 4th Street, N.W, Suite 1107, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.
- I.20.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than 15 days before proposal are due in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

I. 21 On-Site Proof- of-Concept Demonstrations

The selected Contractors determined by the Contracting Officer to be competitive will be notified by the Contracting Officer that they have 5 days to develop a working prototype for use in the on-site proof-of-concept demonstrations. The District's Evaluators will be available to simulate students for the demonstrations. The contractor shall use its own sample data to test and demonstrate its proposed systems capabilities and limitations. The demonstration shall include:

- Access system
- Integration with DC Stars
- Integration with WinSNAP and DESTINY
- Integration with OneCard (facsimile to be provided)
- Reporting feature
- Optional Classroom Attendance feature
- Notification feature
- Teacher Access feature

Documentation

The Offeror must provide 5 printed copies and an electronic copy of all applicable technical documents and user manuals.

Section M: EVALUATION OF PROPOSALS

M.3.1 TECHNICAL CRITERIA

(60 Points)

The Offeror's evaluation will be based on the below technical criteria for a maximum of 60 points:

M.3.1.1 Demonstrated ability to meet the requirements as defined in the Statement of Work, as documented in the Offeror's response to this solicitation (**maximum 35 points**).

M.3.1.2 Past Performance: References from at least 1 municipal school system where the Vendor has installed the proposed SAAT system (**maximum 5 points**).

M.3.1.3 Defined methodology for transitioning schools with a current SAAT system and those without (**maximum 8 points**).

M.3.1.4 Defined project plan showing a realistic, aggressive timeline for implementing the 1st phase of approximately 33 schools (grades 6-12) (**maximum 7 points**).

M.3.1.5 Creative solutions beyond the minimum requirements (**maximum 2 points**)

M.3.2 ON-SITE PROOF-OF-CONCEPT

(10 points)

The top three (3) Offerors that received the most points from section M.3.1 will be invited to participate in an on-site-proof-of-concept and may be able to earn up to 10 additional points of the evaluation.

M.3.2.1 All Offerors invited will have approximately 5 days from the date of invitation to demonstrate their capabilities for up to 10 additional points. The demonstrations will be evaluated using the following methodology:

M.3.2.1.1 The Offeror shall demonstrate their capability to configure their application to meet the unique and varied needs of the District's Public Schools, emphasizing various capabilities of accessing a building, tracking classroom attendance, standard and ad-hoc reporting utilizing dashboards, email and audible notifications, teacher access, and an environment with at least 3 nodes depicted as 3 different schools. Along with this, the Offeror shall differentiate their solution from other vendor solutions. The District will provide the reasonable resources required by the Offeror to demonstrate this capability.

M.3.2.1.2 The Offeror shall demonstrate their ability to integrate with other applications, of which the highest value will be the integration with the District Public School's current legacy application(s) such as DC STARS (eSIS) and the DC OneCard. The exact set of applications to be integrated with will be agreed upon with all Offerors progressing to this stage and may or may not be the actual applications owned by the District. Offeror(s)

will be given the option of using a prepared demonstration environment if they feel they can accurately depict the complexity and capability of integration with their proposed product. The District will provide the reasonable resources required by the Offeror to demonstrate this capability.

M.3.2.1.2 The Offeror shall demonstrate their ability to meet the requirements as set forth in the Statement of Work.

M.3.3 PRICE CRITERIA (30 Points)

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

$$\frac{\text{Lowest "TOTAL 5 YEAR" price proposal}}{\text{"TOTAL 5 YEAR" price of proposal being evaluated}} \times 21 = \text{"A"}$$

$$\frac{\text{Lowest "INITIAL / YEAR 1" price proposal}}{\text{"INITIAL / YEAR 1" price of proposal being evaluated}} \times 6 = \text{"B"}$$

$$\frac{\text{Number of Optional Subsystems of proposal being evaluated}}{\text{Maximum Number of Optional Subsystems from all vendors}} \times 1 = \text{"X"}$$

$$\frac{\text{Lowest Average "TOTAL 5 YEAR" Cost of Optional Subsystems from all vendors}}{\text{Average "TOTAL 5 YEAR" Cost of Optional Subsystems of proposal being evaluated}} \times 1 = \text{"Y"}$$

$$\frac{\text{Lowest Average "INITIAL / YEAR 1" Cost of Optional Subsystems from all vendors}}{\text{Average "INITIAL / YEAR 1" Cost of Optional Subsystems of proposal being evaluated}} \times 1 = \text{"Z"}$$

$$\text{"X"} + \text{"Y"} + \text{"Z"} = \text{"C"}$$

$$\text{"A"} + \text{"B"} + \text{"C"} = \text{Evaluated Price Score}$$

M.3.4 PREFERENCE (12 Points)

Preference Points (0-12) for Local, Small, and Disadvantaged Business Enterprises (LSDBEs)

- Small Business Enterprise (SBE) 3 points
- Resident-Owned Business (ROB) 5 points
- Longtime Resident Business (LRB) 10 points
- Local Business Enterprise (LBE) 2 points
- Business located in Enterprise Zone (DZE) 2 points
- Disadvantaged Business Enterprise (DBE) 2 points

M.3.5 TOTAL (112 Points)

The maximum total preference to which a certified business enterprise is entitled for this procurement is twelve (12) points

M.4 EVALUATION OF OPTION YEARS

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

M.5 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

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

a. General Preferences

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

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

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business

enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);

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

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

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

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

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

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

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

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

For Example:

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

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

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

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

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

c. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference 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 a RFP.

2. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least

fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

3. Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

4. Vendor Submission for Preferences

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:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for an offeror to receive allowable preferences under this solicitation, the offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

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

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

4. Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

5. Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in

the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.