

<b>SECTION A: SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>SAN Modernization</b>		Page of Pages 1   59	
2. Contract Number	3. Solicitation Number <b>DCTO-2008-R-0083</b>	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"/> Federal Supply Schedule	5. Date Issued <b>April 18, 2008</b>	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside <input type="checkbox"/> GSA	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001 Annie R. Watkins, Contracting Officer			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW Suite 703 (Bid Room) Washington, DC 20001		

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

### SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at see block 8 of this form until 2:00 pm local time May 19, 2008  
(Hour) (Date)

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

10. For Information Contact	A. Name Mark Valliere	B. Telephone			C. E-mail Address <a href="mailto:mark.valliere@dc.gov">mark.valliere@dc.gov</a>
		(Area Code) 202	(Number) 727-0084	(Ext)	

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### OFFER

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

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

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

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

### **B.1 INTRODUCTION**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), in conjunction with the Office of the Chief Technology Officer (OCTO) is seeking to procure a turn key solution between the District and the most qualified Contractor capable of providing to the OCTO, a state-of-the-art system Enterprise Storage Area Network (SAN).

This project and its related tasks include those to purchase, migrate and implement the necessary storage equipment and software to enable the DC government to meet its expectations of growth over the next 3 years. Currently, the District is supported by two datacenters, OCTO Datacenter 2 (ODC2) and OCTO Datacenter 1 (ODC1). Production applications are split between the two sites and all mainframe and certain open systems data is replicated between both sites. OCTO's goal is to replicate all production data between the two sites for ongoing business continuity. The proposed solution should provide for the ability to perform long distance synchronous and asynchronous data replication by upgrading the current ESCON links to Fibre or FICON. The District of Columbia's plans to relocate both ODC1 and ODC2 data centers within the next 2 - 3 years. One data center will remain in the District while the other will be moved within a 50 mile radius. The vendor shall state in their proposals what resources they are willing to provide for the data centers relocation as part of this proposal. Non-disruptive SAN relocation will be favored. The scope of the consolidated storage initiative encompasses all supplies and services necessary to meet OCTO's solution strategy.

**B.2 CONTRACT TYPE:** The District contemplates award of a firm fixed-price contract.

**B.2.1** The District will pay the Contractor through incremental payments following the District's receipt 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

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE****B.3.1 COMPONENTS OF THE SYSTEM**

<b>Line #</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>QTY</b>	<b>Total Price</b>
CLIN 001	<b>PRELIMINARY PROJECT PLAN:</b> Contractor shall submit a detailed project plan to meet the requirements				
CLIN 002	Hardware delivery to Site 1 – including main systems, accompanying modules, and all necessary accessories				
CLIN 003	Software delivery to Site 1 – all required software media and manuals/ instructions for system operations at the Site				
CLIN 004	Hardware installation at Site 1 – all components connected, powered up, and accessible locally or remotely				
CLIN 005	Software installation at Site 1 – all components installed and functional with no unresolved errors or issues				
CLIN 006	Management software configuration – based on architecture, implementation plan, and other requirements				
CLIN 007	Provisioning space and migration for mainframe data – based on requirements and specs provided by involved groups/agencies				
CLIN 008	Provisioning space and migration for remaining servers – based on requirements and specs provided by involved groups/agencies				
CLIN 009	Final documentation – with sufficient information and clarity for operations to maintain services				
CLIN 010	Hardware delivery to Site 2 – including main systems, accompanying modules, and all necessary accessories				
CLIN 011	Software delivery to Site 2 – all required software media and manuals/ instructions for system operations at the Site				

CLIN 012	Hardware installation at Site 2 – all components connected, powered up, and accessible locally or remotely				
CLIN 013	Software installation at Site 2 – all components installed and functional with no unresolved errors or issues				
CLIN 014	Management software configuration – based on architecture, implementation plan, and other requirements				
CLIN 015	Provisioning space and migration for mainframe data – based on requirements and specs provided by involved groups/agencies				
CLIN 016	Provisioning space and migration for remaining servers – based on requirements and specs provided by involved groups/agencies				
CLIN 017	Site 1 and Site 2 data connectivity – connected and verified with data exchange between Sites				
CLIN 018	Site 1 and Site 2 data replication – software function configured and verified with data replication				
CLIN 019	Final documentation – with sufficient information and clarity for operations to maintain services				
CLIN 020	<b>Technical Support Services:</b> The contractor shall provide all technical support services necessary to ensure systems are functioning properly. Contractor will provide 24 hour / 7 days a week consultation services to OCTO for Base Period of one (1) year from date of award.				

**B.3.2.1 OPTION PERIOD ONE (1)**

LINE #	OPTION PERIOD ONE MAINTENANCE AND SUPPORT	Unit	Unit Price	QTY	TOTAL PRICE
CLIN 021	<b>Technical Support Services:</b> The contractor shall provide all technical support services necessary to ensure systems are functioning properly. Contractor will provide 24 hour / 7 days a week consultation services to OCTO		\$		\$

**B.3.2.2 OPTION PERIOD TWO (2)**

LINE #	OPTION PERIOD TWO MAINTENANCE AND SUPPORT	Unit	Unit Price	QTY	TOTAL PRICE
CLIN 021	<b>Technical Support Services:</b> The contractor shall provide all technical support services necessary to ensure systems are functioning properly. Contractor will provide 24 hour / 7 days a week consultation services to OCTO		\$		\$

**B.3.2.3 OPTION PERIOD THREE (3)**

LINE #	OPTION PERIOD THREE MAINTENANCE AND SUPPORT	Unit	Unit Price	QTY	TOTAL PRICE
CLIN 022	<b>Technical Support Services:</b> The contractor shall provide all technical support services necessary to ensure systems are functioning properly. Contractor will provide 24 hour / 7 days a week consultation services to OCTO		\$		\$

**B.3.2.4 OPTION PERIOD FOUR (4)**

LINE #	OPTION PERIOD ONE MAINTENANCE AND SUPPORT	Unit	Unit Price	QTY	TOTAL PRICE
CLIN 023	<b>Technical Support Services:</b> The contractor shall provide all technical support services necessary to ensure systems are functioning properly. Contractor will provide 24 hour / 7 days a week consultation services to OCTO		\$		\$

**B.4 LEASING**

**B.4.1 OCTO seeks to leverage creative pricing models. Vender will provide as part of its proposal, leasing options for all its deliverables.**

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

### **C.1. INTRODUCTION**

The District of Columbia Government, Office of the Chief Technology Officer (OCTO) has the responsibility to operate and maintain an IT infrastructure for much of the District's 68 agencies. To complete this task, as well as facilitate the addition of other agencies onto a central storage infrastructure, OCTO is looking to consolidate its existing storage and network infrastructure, to modernize and unify its Storage Area Network (SAN) services and to implement disaster recovery capabilities.

### **C.2 DEFINITIONS**

#### **C.2.1 Tier 1:**

Data that will reside on Tier 1 storage is considered mission critical data. Mission critical data is application data without which the DC government cannot function and meet its primary mission objectives. Data in this tier must be protected at all costs

#### **C.2.2 Tier 2:**

Data that will reside on Tier 2 storage is considered mission dependent data. This tier refers to application data that, if unavailable, would cause severe degradation in the DC government's ability to meet secondary business functions.

#### **C.2.3 Tier 3:**

Data that will reside on Tier 3 storage is considered general supporting data. While the DC government's existence or mission's objective is not at risk here, it is still important that this information be protected in the most appropriate and cost effective manner. It should be assumed that Tier 3 data will be hosted physically on the same hardware as Tier 2 data.

#### **C.2.4 Local Availability**

All applications that will reside on the storage infrastructure must be highly available. The degree of availability will be dependent on the service level tier. This will require local redundancy from a component and application perspective. This must be achieved through the use of point-in-time copies, multi-pathing and application integration.

#### **C.2.5 Remote Availability**

All applications that will reside on the storage infrastructure must also be highly available in the event of a disaster at either ODC2 or ODC1. This will require support for remote availability. The degree of remote availability will be dependent on the service level tier. This must be achieved through the use of remote copies, multi-pathing and application integration.

#### **C.2.6 Point in Time Copy Capabilities**

All data will require the utilization of point-in-time copies. These will be taken at different intervals based on the business requirement of the applications and will enable OCTO to meet the recovery time objectives (RTOs) and recovery point objectives (RPOs) as defined in Service Level Agreements (SLAs) with the end users.

Each tier level will have slightly different requirements for the number and types of copies that will be produced for local availability.

C.2.6.1 Tier 1 storage must have the capability to produce a full volume point-in-time snapshot of the data that is an exact clone of the original volume.

C.2.6.2 Tier 2 storage requires a snapshot capability for pointer-based recovery of local data.

C.2.7 Multi-path support

All connections to the SAN will be at least dual-pathed. The Offeror solution must have software to support load balancing across multiple paths and path failover capability for continuous access. Data must be made available from multiple paths. Parallel Access Volumes (PAV) for IBM mainframe must be included in offering.

C.2.8 Application Integration

Replication of data within the system is required without disrupting service or performance of business-critical applications. Operations and data integrity is of the utmost importance when using the tools available to create the localized copies. Offeror software modules must be integrated with OCTO applications to handle transactions and ensure the integrity of these copies. Local clustering may be implemented for applications that will reside on Tier 1 and Tier 2 storage devices; therefore, it must be supported by the end solution.

The replication of data across data centers must also occur without disrupting service or performance of business-critical applications at either site. Operations and data integrity is of the utmost importance when using the tools available to create the remote copies. Offeror software modules must be integrated with OCTO applications to handle transactions and ensure the integrity of the copy at the remote site. Tier 1 remote replication utilities must also support global clustering which will be implemented for these mission-critical applications.

### **C.3. BACKGROUND**

The Office of the Chief Technology Officer (OCTO) has the responsibility to operate and maintain an IT infrastructure for the government of the District of Columbia. To facilitate this task, and to bring other agency systems into a centralized storage infrastructure, OCTO seeks to:

- Consolidate its existing storage and network infrastructure;
- Modernize and unify its Storage Area Network (SAN) services; and
- Improve its disaster recovery capabilities.

This project includes tasks to purchase, migrate, and implement the necessary storage equipment and software, thus enabling the DC government to meet its expectations of growth over the next 3 years and beyond. Currently, the District is supported by two data centers: OCTO Data Center 2 (ODC2) and OCTO Data Center 1 (ODC1). Production applications are split between the two sites and all mainframe and certain open systems data is replicated between these two sites. OCTO's goal is to replicate all production data between the two sites for ongoing business continuity.

The District of Columbia plans to relocate both ODC1 and ODC2 within the next 2-3 years. One data center will remain in the District while the other will be moved at least 35 miles away. The vendor shall state what resources it is willing to provide for the data center relocations as part of this proposal. Non-disruptive SAN relocation will be favored.

The scope of the consolidated storage initiative encompasses all supplies and services necessary to meet OCTO's solution strategy. Interested offerors must meet and describe their approach to all stated requirements in this document.

### **C.4 REQUIREMENTS**

C.4.1 The proposed solution must:

C.4.1.1 Provide the ability to perform long distance synchronous and asynchronous data replication. While synchronous replication with high level of integrity guarantee provides service for mission critical applications/data at a higher resource cost, the asynchronous replication is needed for other application and data updates.

C.4.1.2 Support IBM z Series mainframe as well as open systems. Integrate with existing and planned systems and protocols, including:

- a) FICON and Fibre Channel – the proposed switch solution should support the protocols at 4GB/sec transfer rate.
- b) Existing tape backup systems – the solution should be able to utilize the current OCTO tape back systems.
- c) IBM GDPS/Hyperswap – the solution should be able to support such synchronous mirroring technology for application-transparent swap of storage devices.
- d) Alerting and reporting through HP OpenView – so that events can be monitored 24/7 by staff on duty for immediate actions if needed.

C.4.2 Support tiered storage by performance

C.4.2.1 The tiered storage is described as the following:

- a) Tier 1 – storage of mission critical data that must be protected with high availability of 99.99% uptime; recovery time after failure is less than 15 minutes.
- b) Tier 2 – mission dependent data that must be protected with 99.9% uptime; recovery time after failure is less than 4 hours.
- c) Tier 3 – general supporting data protected with 99% uptime; recovery time after failure is within 24 hours.

C.4.3 Provide centralized management framework that can meet the following requirements:

- a) Ability to remotely manage other installations from a primary site, preferably with a single management interface
- b) Event tracking of configuration history and change management  
Policy-based rule enforcement for reporting, billing, and provisioning
- c) An alert system that can track and sent alerts based on events and designated staff responsibilities
- d) A reporting service that can be remotely accessed

C.4.4 Assume a starting capacity of 225TB per site (450TB total). The capacity – including clone space (50% of total production data) and initial overhead – is projected to increase by approximately 25% a year, and the solution should sustain such capacity for at least three years without the needs for major replacement of arrays or switches.

C.4.5 Support a minimum of 400 hosts per data center with an expected growth rate of 15% per year. Additionally:

- a) The solution should be able to allow for an equal number of servers to be located at ODC1 and ODC2 for failover in event of site disaster
- b) The solution should support server clustering technologies, such as Oracle RAC and Microsoft Cluster Services

C.4.6 Allow for field upgrades of hardware and software with zero downtime.

C.4.6.1 This requires available rack space and cable connections for adding new hardware such as fiber switches and storage modules, and the ability to temporarily switch over components for software upgrades and patches, so that the continuity of service is not interrupted.

## C.5 TECHNICAL SUPPORT

C.5.1 The Contractor shall provide technical support services and it shall include maintenance support capabilities 24 hours a day, 365 days per year.

C.5.2 The Contractor shall provide extended maintenance agreements for the base year and to cover option years one, two, or three in length. This agreement will cover any software

application developed as part of the Contractor's solution, or for the development of a web-enabled front-end or for integration of any existing product and new software development.

- C.5.3 **Technology Transition Process**- The Contractor shall develop, with the OCTO management team, a process to ensure that the technology, skills, documentation and other resources associated with the SAN System when transitioned to the appropriate personnel who will be responsible for the long-term maintenance and administration of the SAN System. Additionally, the Contractor shall develop a transition process that addresses the resolution of post-production problems and issues.
- C.5.4 **Consulting Services**- The Contractor shall make consultation service available 24 hours/day, 7 days/week through e-mail and a toll free or local access phone line. This service will provide same day response to questions about support. Provide OCTO with a single point of contact for all system-related issues.

## **C.6 Project Management Approach**

- C.6.1 The contractor shall assure the technical architecture reflects the defined business processes and programmatic requirements. The contractor shall collaborate with Business Operations Manager(s) on a city-wide level and advisors to develop or define formats and protocols for gathering and documenting technical requirements as inputs to the technical architecture and provide strategic technical expertise upon request.
- C.6.2 OCTO recognizes that the scope of work must be clearly understood by both parties at the onset of the project, which shall allow the contractors deliverables to meet OCTO's expectations.
- C.6.3 To accomplish this, the contractor shall start this project with a kick-off meeting. The objective of this meeting is to clearly outline the steps, personnel, deliverables and expectations of the project. In the event of a critical issue, the contractor shall work with the OCTO Project Manager, for any Change Management issue as it relates to the services provides hereunder. The contractor shall provide the following services, which shall be listed in the contractors' project plan:
- ) Weekly updates of the Project Plan
  - ) Support of weekly status meetings (creation of status reports and facilitating meetings)
  - ) Coordination of OCTO feedback for all contractor-provided work-products
  - ) Support of additional DC Government briefings (Executive Briefings)
  - ) Support Stakeholder Working Sessions
  - ) Support of additional workgroups required to complete Proposal activities (including completion of Evaluation Criteria, Capacity Planning, and SOWs)
  - ) Ad-hoc Project Management requests, as historically required by OCTO throughout the project

## **C.7 Business Objectives**

In order to prepare an adequate response to this IFB, vendors must understand the business objectives for this project – the SAN is an integral part of a greater IT infrastructure that supports the District government’s activities. In this project, OCTO seeks to:

### **C.7.1 Maintain application high availability**

The District of Columbia’s IT systems operate on a 24/7, year-around basis. These systems support truly critical applications such as e911, human services support programs, licensing and permitting, taxation, and homeland security. OCTO has engineered its systems for high availability with redundancy on multiple layers. OCTO views storage in the same way, and any solution it procures will need to be highly available with immediate recoverability either within one data center or across data centers. OCTO seeks:

- a) Ability to recover quickly when parts of the storage infrastructure are down
- b) Ability to recover quickly when one entire data center is down
- c) Seamless, automated failover of components and/or entire systems

### **C.7.2 Implement modular systems**

OCTO seeks a scalable solution, so that future needs can be easily met with minimal cost. The system should allow OCTO to add storage capacity incrementally. OCTO seeks:

- a) Ability to add storage capacity in 1 TB increments
- b) Ability to scale to very high capacity within the same storage infrastructure (conceivably petabytes)
- c) Ability to refresh individual components as upgrades become available rather than replacing an entire system

### **C.7.3 Consolidate storage systems**

OCTO currently operates many different storage systems from multiple vendors. This, in certain ways, implies that the data storage strategy for the District has not been cost effective. OCTO seeks:

- a) A storage infrastructure that can accommodate all of its existing and planned systems, including mainframes as well as open systems
- b) Centralized management of storage across the enterprise
- c) Assistance with data migration from legacy systems to a new infrastructure
- d) Efficient use of storage through consolidation and virtualization

### **C.7.4 Storage Industry**

In addition to the storage system itself, OCTO seeks professional services to ensure a successful implementation with zero downtime. OCTO seeks:

All software needed to operate the SAN infrastructure

Implementation support including project management, data migration and overall technical assistance

Training for staff on the correct use of the new infrastructure and best practices

Post-implementation support in the form of a maintenance contract.

## **C.8 ADDITIONAL CONTRACTOR RESPONSIBILITIES**

- Assuring that technical architectures support required business processes;
- Assuring technical architecture incorporates both business domain and enterprise considerations and identifies issues requiring resolution;
- Approve technical architecture planning and reporting methodologies;
- Assure business goals are engineered into the technical processes;
- Assure that the architecture is secure;
- Assure that technical standards and measures are developed, established, quantified and engineered into technical architecture and related technology plans for business continuity and capacity planning;
- Validate and audit achievement of technical system integration goals.

## **C.9 ADDITIONAL REQUIREMENTS**

The contractor shall confer with OCTO's technical teams, advisory groups, and key advisors to ascertain existing or proposed Technical Architecture standards and to assure that the Technical Architecture of existing or emerging enterprise-wide standards. Specifically, the Contractor shall;

- a) Design the technical architecture and related architecture elements of the overall program and its related projects to enable the city to achieve increasing integration of applications platforms. The contractor shall confer on all projects during all phases – most particularly in the planning phases, to insure that a consistent and compatible technical infrastructure is being achieved.
- b) The contractor shall confer with Agency and OCTO advisors, other contractors participating in existing or future projects which affect the outcome of SAN implementation and key technology staff, providing analysis, “best practice” advice and recommend options for technology solutions.
- c) Where proposed or existing projects are deemed potentially or in actually to be conflict with integration objectives, the contractor shall prepare and submit written Risk Advisories to the COTR and the involved agencies of consequences and recommended solutions.

## **C.10 DELIVERABLES**

- a) Detailed Technical Requirements (Bi-weekly)
- b) Updated Technical Architecture (Bi-weekly)
- c) Updated Data Architecture (Bi-weekly)
- d) Updated Security Architecture (Bi-weekly)
- e) Updated EAI Architecture (Biweekly)

- f) Updated Integration Architecture for Business Continuity in relation to Disaster Recovery and related technical architectures (Bi-weekly)
- g) SOW and related documentation for the SAN implementation RFP (Bi-weekly updates)
- h) Overall Project Plan updates (Weekly)

## **C.11 Professional Services**

C.11.1 Offerors must include pricing for daily labor rates for relevant job categories for possible use throughout the course of this project. These should include, but not be limited to the following:

Project Manager  
Storage Consultant/Storage Matter Expert  
Technical Writer

C.11.2 OCTO anticipates the utilization of professional consulting services offered by the Offeror from time to time for assistance in activities such as the formulation of a storage network strategy, migration strategies, technical solutions design, environment analysis, and project management. Assignments will range in size and complexity from a small focused consulting engagement to major infrastructure projects (e.g., requirements definition, design, implementation audits).

C.11.3 The range and depth of resources and services the Offeror is able to demonstrate will be a key differentiator in this award. The offeror shall provide skilled personnel who meet the requirements for the specified contract skill categories above. Personnel shall be sufficiently fluent in English, including verbal and writing abilities, to meet the functional requirements of the position.

C.11.4 Initial contract staffing of personnel in the Management Series shall be part of the offeror's proposal and effective upon the date of contract award. Resumes of candidate personnel for task order staffing shall be submitted to, reviewed and approved by the ITM assigned responsibility for the task order, his/her designee, or other designated approval authority. Resumes of offeror personnel must be approved prior to placement.

## **C.12 Appendix A: Background of Existing Systems and Operations**

The District of Columbia OCTO currently has a heterogeneous data storage infrastructure based on the following offeror platforms: Hitachi Data Systems (HDS) 9900 series, EMC CLARiiON CX600, CX380 and Centera. Although the largest sub-system, the HDS 9900, is shared (between open systems and mainframe applications) the CLARiiON CX600 is used exclusively by the Citywide Messaging group and the CX380 is being utilized by the Server Operations group.

C.12.1 One HDS 9960 is in use at each of the two DC datacenters and utilizes asynchronous replication over 8 ESCON channels on DWDM circuits connected through a CISCO ONS 15530 aggregator. Remote data replication exist in both direction between the two data centers. Each of the two SAN environments provides volume space to a myriad of mainframe, UNIX and windows nodes with a variety of applications. The open systems servers attach via fibre channel SAN connections provided by (4) McData Intrepid 6064 directors.

The mainframe attaches directly via 16 ESCON channels (17Mb/sec) at each center.

C.12.2 There are currently (2) McData Intrepid 6064 directors at each site but they are not configured as redundant fabrics. 99% of the host systems connected to this SAN are not dual attached which lessens their redundancy, ability to fail-over paths to the SAN or load balance I/O operations.

C.12.3 The second SAN system is used exclusively by the Citywide Messaging group. It consists of an EMC CLARiiON CX600 and a Centera in operation at each data center. The Citywide Messaging group utilizes a (1) GB link through the Brocade fibre channel switches for replication. There is a Centera in use at each of the two data centers and replication for these devices occurs via Ethernet link.

C.12.4 Although the HDS and EMC subsystems comprise a majority of the data storage infrastructure, there are groups such as Server Operations that handle critical applications through dedicated storage at each site. Outside of the (2) CLARiiON CX380s, which currently use 10TB at ODC1 and 17 TB at ODC2, the Server Operations group manages and additional 21 TB of locally attached storage for various city agencies. The CX380s were acquired to handle the growing needs of individual entities not able to be met by the current HDS or EMC systems. The CX380s are not mirrored and are connected to Brocade 3800 switches (one per site) into a dedicated fabric.

C.12.5 There are several areas within the SAN infrastructure(s) that are candidates for modernization that would benefit from the advanced capabilities that new systems can offer. It is OCTO's desire to choose an offeror that proposes the best overall solution in the consolidation and migration of the present infrastructure.

**C.13 Applications**

The DC IT infrastructure is currently managed by five major groups: Server Operations, Storage and Backup Operations, Citywide Messaging, Web Applications, and Datacenter Operations. The majority of the applications that reside on the SAN are outlined by their associated groups below:

Server Operations

- o Ariba
- o PeopleSoft
- o Seebeyond
- o Oracle RAC
- o MS Cluster Services
- o GIS
- o Microsoft SQL

B. Citywide Messaging

- Microsoft Exchange 5.5 and 2003
- ARCserve 5.5
- Symantec NetBackup 5.1

C. Storage/Backup Operations

- Symantec NetBackup 5.1
- Ariba
- PeopleSoft
- Seebeyond
- Microsoft Exchange 5.5 and 2003
- Oracle 8i, 9i , and 10g

D. Datacenter Operations

- z/OS 1.7
- DB2 V8
- CICS TS 1.3
- ADABAS 7.1

**C14 Current SAN Storage Devices**

Currently OCTO operates several separate (stand-alone) storage devices throughout its networks. The majority of the storage devices has reached their end of life (EOL) and must be replaced, while some may be able to be utilized in future design or for non-critical purposes. Re-use of the current infrastructure should not be considered as part of this IFB. OCTO’s current storage subsystems are listed in the following table:

Table I – Current SAN Storage Subsystems

Subsystem	ODC2	ODC1	Use	SAN Connected Storage Ports
Hitachi Lightning 9960	1	1	Shared between IBM z9 Series Mainframe and Open Systems (Windows, Unix)	8 FC/24 ES ODC1 8 FC/24 ES ODC2
EMC CLARiiON CX 600 series	1	1	Exchange email	5 FC ODC1 6 FC ODC2

Subsystem	ODC2	ODC1	Use	SAN Connected Storage Ports
EMC CLARiiON CX380 series	1	1	VMware, File Print	6 FC ODC1 6 FC ODC2
EMC Centera	1	1	Exchange email	4 FC ODC2 4 FC ODC1

### OCTO Utilized Storage

Table II - The chart below outlines the allocation for OCTO's storage by datacenter.

Hardware	Mainframe (TB)	Open Systems (TB)	Total Utilized (TB)	Utilized (%)
<b>ODC2</b>				
Hitachi - (1) 9900 series	12	11	23	100%
CLARiiON – (1) CX 600 series (Citywide Messaging)		8	8	100%
CLARiiON – (1) CX 380 series (Server Ops)		18	7.5	61%
Centera (Citywide Messaging)		4	4	100%
ODC2 Total TB	12	41	47	91%
<b>ODC1</b>				
Hitachi – (1) 9900 series	12	11	23	100%
CLARiiON – (1) CX 600 series (Citywide Messaging)		8	8	100%
CLARiiON – (1) CX 380 (Server Ops)		9	7.5	75%
Centera (Citywide Messaging)		4	4	100%
ODC1 Total TB	12	32	38.5	94%
<b>Total OCTO TB Usage</b>	<b>24</b>	<b>73</b>	<b>87.5</b>	<b>94%</b>

### C.15 Current SAN Switch Topology

The current SAN switch topology is primarily built around McDATA 6064 switches. The Messaging SAN is built around 2 Brocade 3800 switches which support the CLARiiON CX600s. The Server Ops SAN is built around 2 Brocade 5000 switches which support the CLARiiON CX380.

C.15.1 The current fibre channel switches within the environment are at capacity and cannot be expanded. There are a total of 32 available ports on the McData 6064 between ODC1 and ODC2. Figure 1.1, shown below, is a diagram of the current OCTO enterprise storage infrastructure.

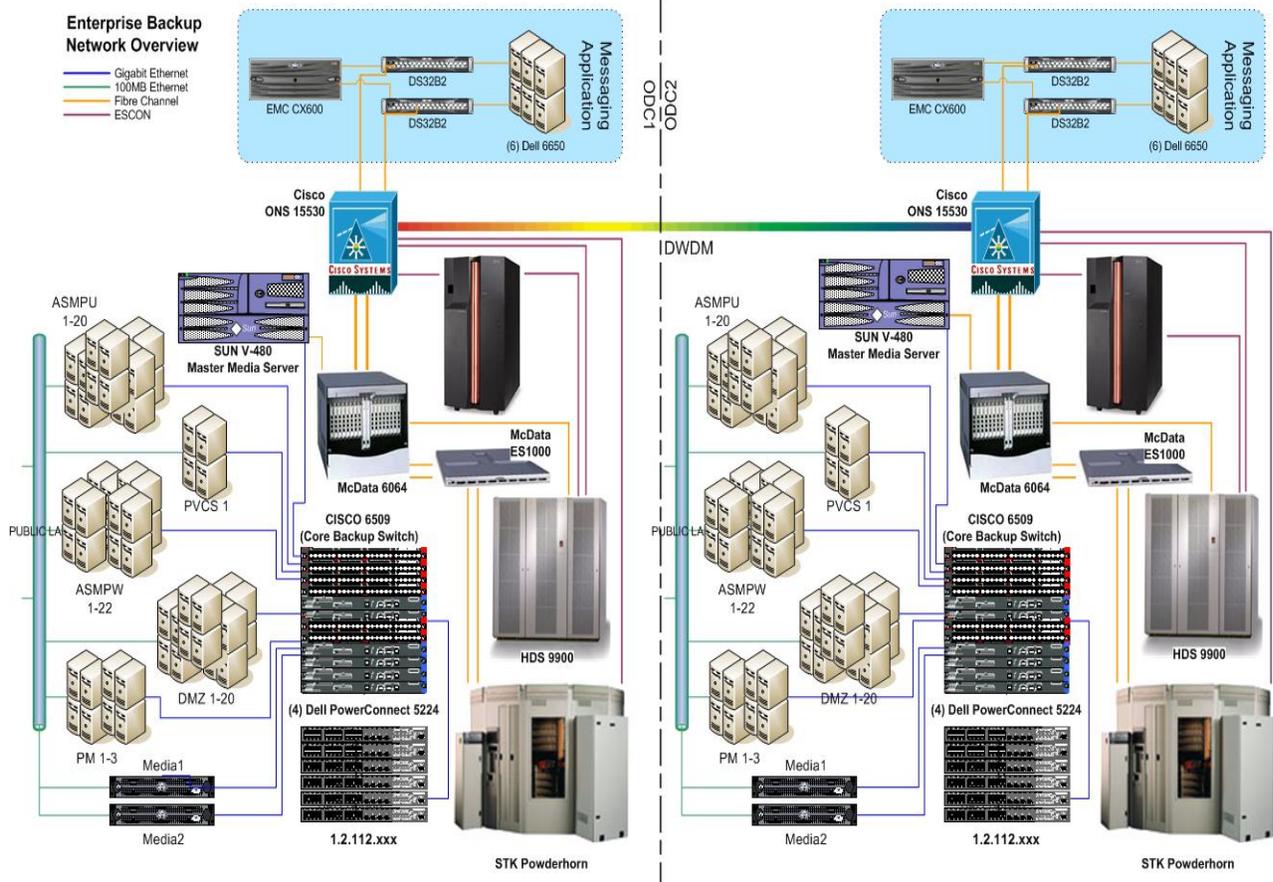


Figure 1: OCTO Enterprise Storage Infrastructure

Appendix B: Current Environment Summary  
Storage

Table III

Storage Identifier	ODC2	ODC1	ODC2	ODC1	ODC2	ODC1
<b>Manufacturer</b>	Hitachi	Hitachi	EMC	EMC	EMC	EMC
Make/model	9960	9960	CX600	CX600	CX380	CX380
Firmware version	1-19-91-00/00	1-19-91-00/00	2.07.600.5016	2.07.600.5016	03.24.080.5011	03.24.080.5011
<b>Single (S) or Dual (D) Attached Ports</b>	D	D	D	D	D	D
# Ports required for dual attached	16	16	8	8	12	12
<b>Interfaces</b>						
SCSI (SC) or Fibre Channel (FC)	FC	FC	FC	FC	FC	FC
# Existing Fibre Channel interfaces	8	8	4	4	6	6
- make/model	Hitachi	Hitachi	EMC	EMC	EMC	EMC
<b>Disk Breakdown</b>						
# of 146GB	6	9	26	26	60	64
# of 72GB	279	262	242	242		
# of 300GB	29	16	0	0	30	
<b>Total Space</b>						
Used Space (TB)	18.5	18.6	8	8	7.5	5.1
Available Space (TB)	3.5	1.4	3	3	10.2	4.2
Total Space (TB)	22.0	19.9	11	11	17.7	9.3

Table IV - Operating Systems

Operating Systems	Quantity
Windows	130
Solaris	20
AIX	40

Table V - Switches

Switch Identifier	Manufacturer	Make/Model	Firmware	Speed
ODC2/ODC1	McDATA	6064		2Gb
DWDM_switch	Cisco	15530		
ODC2/ODC1	IBM ESCON			

**Table VI - Applications**

<b>Applications</b>
Ariba
SeeBeyond
Exchange 5.5
Exchange 2003
Symantec Netbackup 5.1
PeopleSoft
Oracle 8i, 9i, 10g

**SECTION D:      PACKAGING AND MARKING**

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

**SECTION E: INSPECTION AND ACCEPTANCE**

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

**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 (4) 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 four (4) years.

**F.3 DELIVERABLES**

Line #	Description	QTY	Format/ Method of Delivery	Days after Award	To Whom
CLIN 001	<b>PRELIMINARY PROJECT PLAN:</b> Contractor shall submit a detailed project plan to meet the requirements			2wks	
CLIN 002	Hardware delivery to Site 1 – including main systems, accompanying modules, and all necessary accessories			6wks	
CLIN 003	Software delivery to Site 1 – all required software media and manuals/ instructions for system operations at the Site			6wks	
CLIN 004	Hardware installation at Site 1 – all components connected, powered up, and accessible locally or remotely			8wks	

CLIN 005	Software installation at Site 1 – all components installed and functional with no unresolved errors or issues			8 wks	
CLIN 006	Management software configuration – based on architecture, implementation plan, and other requirements			8wks	
CLIN 007	Provisioning space and migration for mainframe data – based on requirements and specs provided by involved groups/agencies			10wks	
CLIN 008	Provisioning space and migration for remaining servers – based on requirements and specs provided by involved groups/agencies			12wks	
CLIN 009	Final documentation – with sufficient information and clarity for operations to maintain services			13wks	
CLIN 010	Hardware delivery to Site 2 – including main systems, accompanying modules, and all necessary accessories			8wks	
CLIN 011	Software delivery to Site 2 – all required software media and manuals/ instructions for system operations at the Site			8wks	
CLIN 012	Hardware installation at Site 2 – all components connected, powered up, and accessible locally or remotely			10wks	
CLIN 013	Software installation at Site 2 – all components installed and functional with no unresolved errors or issues			10wks	
CLIN 014	Management software configuration – based on architecture, implementation plan, and other requirements			10 wks	
CLIN 015	Provisioning space and migration for mainframe data – based on requirements and specs provided by involved groups/agencies			12 wks	
CLIN 016	Provisioning space and migration for remaining servers – based on requirements and specs provided by involved groups/agencies			14 wks	
CLIN 017	Site 1 and Site 2 data connectivity – connected and verified with data exchange between Sites			15 wks	
CLIN 018	Site 1 and Site 2 data replication – software function configured and verified with data replication			16 wks	

CLIN 019	Final documentation – with sufficient information and clarity for operations to maintain services			17 wks	
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**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

## **SECTION G : CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

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

**Name:** Office of the Controller/Agency CFO  
**Address:** 441 – 4<sup>th</sup> Street, NW, Suite 1020 South  
Washington, DC 20001  
**Telephone:** 202-727-2277

- 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**

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

**G.4.1 PARTIAL PAYMENTS**

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

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

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

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

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

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

### **G.6.2 Payments to Subcontractors**

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

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

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

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

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

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of

Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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

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

Annie R. Watkins, Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW, Suite 971 North  
Washington, DC 20001  
(202) 727-5274

### **G.7.1** Refer all inquiries regarding this RFP to:

Mark Valliere  
Contracts Specialist  
441 4<sup>th</sup> Street, N.W., Suite 971 North  
Washington, D.C. 20001

(202) 727 – 0084 [mark.valliere@dc.gov](mailto:mark.valliere@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:

**Glenn Minter  
Dir., Data Centers  
Technology Infrastructure  
Office of the Chief Technology Officer  
Government of the District of Columbia  
222 Massachusetts Ave, NW  
Washington, DC 20001  
(202) 727-3827**

- 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 No.: 2005-2103, Rev. 4 dated 7/5/07 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

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

the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

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

**H.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](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

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

**I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements

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

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

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

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

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

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

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

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

## RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or

disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

**I.8.1.1** Commercial General Liability Insurance: \$1,000,000.00 limits per occurrence, District added as an additional insured.

- I.8.1.2** Automobile Liability Insurance: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for both bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for property damage.
- I.8.1.3** Worker's Compensation Insurance: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times according to the statutes of the District of Columbia, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000.00 per employee for disease, \$500,000.00 policy limit disease.
- I.8.1.4** Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000.00).
- I.8.1.5** Property Damage: The Contractor shall carry property damage insurance of at least \$20,000.00 per occurrence.

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

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

## **I.10 ORDER OF PRECEDENCE**

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

## **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.

## **I.12 PRE-AWARD APPROVAL**

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia. In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

**SECTION J: LIST OF ATTACHMENTS**

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

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

**J.2.1** LSDBE Certification Package

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

**J.2.3** Tax Certification Affidavit

**J.2.4** First Source Employment Agreement

**J.2.5** Cost/Price Data Package

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**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:

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*(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);*

- (i) 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
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

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

## **K.8 WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped

workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

**K.9 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

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

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- a) Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- b) A negative reply will not adversely affect consideration of your bid/proposal.
- c) It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- d) Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- e) The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

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

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools			
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts			
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Prince William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
			___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm. ___
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

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Vendor Name

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

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

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

#### **L.1.2 Initial Offers**

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

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

L.2.1 One electronic copy on CD ROM in Microsoft Word format, one original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to **“Solicitation No. DCTO-2008-R-0083, SAN Modernization.”**"

L.2.2 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.2.1 Technical Approach**

The District desires to compare "out of the box" offerings from each offeror. Offeror will describe its product offering as it stands with as little customization applied as possible, with clear descriptions of what must be customized for the customer environment and what the costs (in dollars and time) are for each customization.

#### **L.2.2 Past Performance**

Documentation for this criterion may include:

- a) List of reference projects, including executive summary of customer requirements and installed solution
- b) Case studies of clients similar to the District

- c) Other descriptive statements that specifically show how the offeror has implemented its products in an environment similar to the District

### **L.2.3 Project Management**

Documentation for this criterion may include:

- a) Narrative description of project management standards employed by the company
- b) Sample project plans of previous successful implementations
- c) Other descriptive statements that specifically show how an implementation project would be managed from start to finish

### **L.2.4 Technical Support Services**

The Offeror must **describe** the levels of technical services available for the system to be implemented.

- a) Documentation for this criterion may include:
- b) Technical support offerings literature
- c) Other descriptive statements that specifically show what technical support services are available and at what cost

### **L.2.5 Price/Cost**

Offeror shall submit pricing in accordance with Section B. Price/cost breakdown shall be provided as stated in the Cost/Price Data Package at Attachment J.2.5

## **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 **May 19, 2008 at 2:00 PM**. 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 and / or at the **VENDOR CONFERENCE** (see L.4.1 below). 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.4.1 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held in **Conference Room 1107 at 10:00 am. on May 5, 2008 at 441 4<sup>th</sup> Street, NW, Washington, DC 20001.** Conference room location to be determined. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the

solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference 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.dcgov.org](http://www.ocp.dcgov.org).

#### **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 (contact information located in Section G.7), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of the Chief Technology Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of the Chief Technology Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

**L.7 PROPOSALS WITH OPTION YEARS**

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

**L.8 PROPOSAL PROTESTS**

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

**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

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

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

**L.14 CERTIFICATES OF INSURANCE**

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

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

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

**M.3 Technical Evaluation Criteria (50 Points)**

**M.3.1 Technical Evaluation Criteria – Sub Factors**

**Technical Approach (20 Points)**

- The Offeror must describe installation and configuration of system with minimum customization as possible.

**Past Performance (20 Points)**

- The Offeror has successfully installed the hardware and associated software in jurisdictions similar to the District in the last three (3) years.

**Project Management (5 Points)**

- The Offeror must demonstrate management approach for the system to be implemented.

**Technical Support Services (5 Points)**

- The Offeror must describe the levels of technical services available for the system to be implemented.

**M.3.2 Price Evaluation Criteria (50 Points)**

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

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

**M.4 Maximum Total Points (100 Points)**

The offeror with the highest evaluated combined total points will receive the award.

**M.5 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.6 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

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

## **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.

**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:

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.

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.

**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.

**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.

**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
  - 1) 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:

Department of Small and 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.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

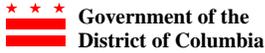
**M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.7.2** 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.



**OFFICE OF CONTRACTING AND PROCUREMENT  
OFFICE OF PROCUREMENT ADMINISTRATION**

**Office of Contracting  
& Procurement**



**SOLICITATION SUBMISSION FORM**

Title 27 of the District of Columbia Municipal Regulations, Chapter 13, Section 1300.6, and 1300.7, requires that each solicitation with an estimated price over one hundred thousand dollars (\$100,000) shall appear at least once in a newspaper of general circulation....; and that solicitation notices shall be posted to an Internet site that provides for advertisement of solicitations.

- Please make sure to completely fill-in the following areas. Failure to do so will result in delays of processing.
- All contract award information is required to be in Microsoft Word format.
- AGENCY NAME: Office of Chief Technology Officer
- POC Name: Romale Smith Telephone #: 202-727-3424 Fax #: (202) 727-3880
- POC E-Mail Address: [romale.smith@dc.gov](mailto:romale.smith@dc.gov)

	<b>Item</b>	<b>Description</b>
<input type="checkbox"/>	<b>Solicitation Number</b>	<b>DCTO-2008-R-0083</b>
<input type="checkbox"/>	<b>Caption</b>	<b>SAN Modernization</b>
<input type="checkbox"/>	<b>Sub-Contracting Requirement (%)</b>	<b>0</b>
<input type="checkbox"/>	<b>Work Site Location</b>	<b>Various</b>
<input type="checkbox"/>	<b>Market Type/NIGP Code</b>	<b>OPEN / 918-28-30</b>
<input type="checkbox"/>	<b>Primary Contact Person</b>	<b>Mark Valliere</b>
<input type="checkbox"/>	<b>Primary Contact Phone</b>	<b>202-727-0084</b>
<input type="checkbox"/>	<b>Primary Contact E-mail</b>	<b><a href="mailto:Mark.valliere@dc.gov">Mark.valliere@dc.gov</a></b>
<input type="checkbox"/>	<b>Primary Contact Fax (optional)</b>	<b>202-727-1679</b>
<input type="checkbox"/>	<b>Alternate Contact Person</b>	<b>Annie R. Watkins</b>
<input type="checkbox"/>	<b>Alternate Contact Phone</b>	<b>202-727-5274</b>
<input type="checkbox"/>	<b>Alternate Contact E-mail</b>	<b><a href="mailto:Annie.watkins@dc.gov">Annie.watkins@dc.gov</a></b>
<input type="checkbox"/>	<b>Alternate Contact Fax</b>	<b>202-727-1679</b>
<input type="checkbox"/>	<b>Solicitation Advertising Date</b>	<b>4/18/2008 (April 18, 2008)</b>
<input type="checkbox"/>	<b>Solicitation Issuance Date</b>	<b>4/18/2008 (April 18, 2008)</b>
<input type="checkbox"/>	<b>Solicitation Pick-Up Location</b>	<b>N/A</b>
<input type="checkbox"/>	<b>Solicitation Fee - Board Number</b>	<b>Fee: N/A - Board Number:</b>
<input type="checkbox"/>	<b>IFB Opening Date/Time</b>	
<input type="checkbox"/>	<b>RFP Closing Date/Time</b>	<b>5/19/2008 / 2:00 PM</b>
<input type="checkbox"/>	<b>Pre-Proposal/Bid Conference Date</b>	<b>May 5, 2008</b>
<input type="checkbox"/>	<b>Pre-Proposal/Bid Conference Time</b>	<b>10:00 AM</b>
<input type="checkbox"/>	<b>Pre-Proposal/Bid Conference Location</b>	<b>441 4<sup>th</sup> Street, NW, Washington, DC 20001 Room # 1107</b>
<input type="checkbox"/>	<b>Synopsis: This is a summary of the solicitation's contents</b>	<b>State-of-the-art system Enterprise Storage Area Network (SAN)</b>

WD 05-2103 (Rev. -4) was first posted on www.wdol.gov on 07/10/2007

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REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR  
 EMPLOYMENT STANDARDS ADMINISTRATION  
 WAGE AND HOUR DIVISION  
 WASHINGTON D. C. 20210

William W. Gross                      Division of  
 Director                                  Wage Determinations

Wage Determination No. : 2005-2103  
 Revision No. : 4  
 Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide  
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St  
 Mary's  
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King  
 George, Loudoun, Prince William, Stafford

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Recepti onist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60

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01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93

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12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04

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16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contdti oning Mechanic (Research Facility)	
23.13	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46

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23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneumatic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51
27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51
27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	16.85
29000 - Stevedoring/Longshoremen Occupational Services	

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29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HF0) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HF0) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HF0) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99
30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73

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99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

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- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.