

|  |   |  |   |                                       |   |
|--|---|--|---|---------------------------------------|---|
| <b>SOLICITATION, OFFER, AND AWARD</b>  |   | 1. Caption<br><b>Citizen Interaction &amp; Relationship Management System (CIRMS)</b>  |   | Page of Pages<br><b>1</b>   <b>60</b> |   |
| 2. Contract Number   | 3. Solicitation Number<br><b>DCTO-2008-R-0128</b> | 4. Type of Solicitation<br><input type="checkbox"/> Sealed Bid (IFB)<br><input checked="" type="checkbox"/> Sealed Proposals (RFP)<br><input type="checkbox"/> Sole Source<br><input type="checkbox"/> Human Care Agreements<br><input type="checkbox"/> Emergency |   | 5. Date Issued                        | 6. Type of Market<br><input checked="" type="checkbox"/> Open<br><input type="checkbox"/> Set Aside<br><input type="checkbox"/> Open with Sub-Contracting Set Aside |
| 7. Issued By:<br><b>Office of Contracting and Procurement<br/>Information Technology Unit<br/>441 - 4th Street, NW, Suite 973 North<br/>Washington, DC 20001</b> |   |  | 8. Address Offer to:<br><b>Office of Contracting and Procurement<br/>Bid Counter<br/>441 - 4th Street, NW, Suite 703 South<br/>Washington, DC 20001</b> |                                       |   |

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

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 p.m. local time 5-Jun-08 (Hour) (Date)

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

|                             |                        |                           |                             |       |   |
|-----------------------------|------------------------|---------------------------|-----------------------------|-------|---|
| 10. For Information Contact | A. Name<br>Rhoda Veney | B. Telephone              |                             |       | C. E-mail Address<br><a href="mailto:rhoda.veney@dc.gov">rhoda.veney@dc.gov</a> |
|                             |                        | (Area Code)<br><b>202</b> | (Number)<br><b>727-0121</b> | (Ext) |   |

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### OFFER

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

13. Discount for Prompt Payment  10 Calendar days %    20 Calendar days %    30 Calendar days %    \_\_\_ Calendar days %

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

## SECTION B

### SUPPLIES OR SERVICES AND PRICE

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (District) is seeking a contractor to implement and maintain a District-wide Citizen Interaction & Relationship Management (CIRM) system.

**B.2** The District contemplates award of fixed price contract.

**B.3** CLINs support requirements in Section C.

**B.3.1** Cost will be evaluated based on the total cost of ownership over a 5 year period. The contract itself will be awarded as a base contract, with 4 one-year options. The District will accept proposals that offer a least one of 3 potential pricing strategies:

- 1) **SAAS** (**S**oftware **A**s **A** **S**ervice): The vendor owns, manages and maintains the entire system and the District pays a fee for “service” that meets its specification and volume, while providing the proper interfaces that would allow the District to integrate the data with other systems.
- 2) **Hosted / Outsourced**: The District purchases the software, and possibly hardware as well, but the vendor (or subcontractor managed and paid by the vendor) proposes to host and manage the system and maintains the hardware and software upgrades and charges the District a fee for this service.
- 3) **District Owned**: The District would purchase and own all hardware and software and maintain it after the “go-live” date.

Separate section for proposing any of the three (3) types of solutions are provided in Section B.3.3, B.3.4, and B.3.5 respectively. Please determine the pricing strategy you wish to propose and complete the appropriate section. Blank responses will constitute a declaration that the CLIN is not needed for the proposed pricing model. If more than one approach is being proposed as alternatives, please submit separate cost proposals for each.

**B.3.2** In order to properly price the system for the entire five (5) years, the following information must be used:

- a) 1<sup>st</sup> year: 100 total users and 50 concurrent users.
- b) 2<sup>nd</sup> & 3<sup>rd</sup> year: 150 total users and 75 concurrent users.
- c) 4<sup>th</sup> & 5<sup>th</sup> year: 300 total users and 200 concurrent users.
- d) Transaction rates used for sizing will be:
  - i) 1<sup>st</sup> year: 5,000/day
  - ii) 2<sup>nd</sup> & 3<sup>rd</sup> year: 7,500 per day
  - iii) 4<sup>th</sup> & 5<sup>th</sup> year: 18,000 per day“Transactions” refer to the creation of “new” items and not viewing, changing or reporting transactions.
- e) Additionally, the Offeror must provide a verifiable reference client of similar size and transaction rates as that proposed to validate the projected hardware configuration.

- f) Other sizing information can be used if a full explanation is provided. Should other sizing information be provided, the District reserves the right to have all respondents re-propose their cost based on the additional sizing information provided by any single vendor.

**B.3.3** The following CLINs should be used if the vendor wishes to propose a **SAAS** (see B.3.1 for definition) solution.

**B.3.3.1** This set of CLINs constitute “Year 1.” Therefore sizing information for “1<sup>st</sup> year” information from B.3.2 should be used.

| <b>CLIN</b> | <b>Description</b>  | <b>Qty</b> | <b>Unit</b> | <b>Price</b> | <b>Total Price</b> |
|-------------|---|------------|-------------|--------------|--------------------|
| 1           | Citizen Interaction & Relationship Management (CIRM) system / software  |            |             |              |                    |
| 2           | Configuration / Customization to the core / base system.  |            |             |              |                    |
| 3           | Installation and setup (includes all go-live activities) to implement all call center functionality, including integration with all current legacy applications, and to establish the base / core framework system. |            |             |              |                    |
| 4           | Annual maintenance / support fee  |            |             |              |                    |
| 5           | Annual License / Subscription Cost  |            |             |              |                    |
| 6           | Other / Supporting Software Required (specify separately)   |            |             |              |                    |
| 7           | Other Required Components (specify separately)  |            |             |              |                    |
|             | <b>Total:</b>   |            |             |              |                    |

| CLIN | Description  | Qty | Unit | Price | Total Price |
|------|--|-----|------|-------|-------------|
|      | <b>OPTIONAL Subsystems (see section C.3.9):</b>  |     |      |       |             |
| 11   | Purchase and Implementation of Service Request/Work Order Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality)             |     |      |       |             |
| 12   | Purchase and Implementation of Business Licensing and Permitting Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality)      |     |      |       |             |
| 13   | Purchase and Implementation of Human Services Relationship Management Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality) |     |      |       |             |
|      | <b>Total:</b>  |     |      |       |             |

**B.3.3.2** This set of CLINs constitute “Year 2.” Therefore sizing information for “2<sup>nd</sup> & 3<sup>rd</sup> year” information from B.3.2 should be used.

**OPTION PERIOD ONE (1)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 1001 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 1002 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 1003 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 1004 | Annual Maintenance / Support Fee  |     |      |       |             |
| 1005 | Annual License / Subscription Cost  |     |      |       |             |
| 1006 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 1010 | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.3.3** This set of CLINs constitute “Year 3.” Therefore sizing information for “2<sup>nd</sup> & 3<sup>rd</sup> year” information from B.3.2 should be used.

**OPTION PERIOD TWO (2)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 2001 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 2002 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 2003 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 2004 | Annual Maintenance / Support Fee  |     |      |       |             |
| 2005 | Annual License / Subscription Cost  |     |      |       |             |
| 2006 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 2010 | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.3.4** This set of CLINs constitute “Year 4.” Therefore sizing information for “4<sup>th</sup> & 5<sup>th</sup> year” information from B.3.2 should be used.

**OPTION PERIOD THREE (3)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 3001 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 3002 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 3003 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 3004 | Annual Maintenance / Support Fee  |     |      |       |             |
| 3005 | Annual License / Subscription Cost  |     |      |       |             |
| 3006 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 3010 | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.3.5** This set of CLINs constitute “Year 5.” Therefore sizing information for “4<sup>th</sup> & 5<sup>th</sup> year” information from B.3.2 should be used.

**OPTION PERIOD FOUR (4)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 4001 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 4002 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 4003 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 4004 | Annual Maintenance / Support Fee  |     |      |       |             |
| 4005 | Annual License / Subscription Cost  |     |      |       |             |
| 4006 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 4010 | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.4** The following CLINs should be used if the vendor wishes to propose a **Hosted / Outsourced** (see B.3.1 for definition) solution.

**B.3.4.1** This set of CLINs constitute “Year 1.” Therefore sizing information for “1<sup>st</sup> year” information from B.3.2 should be used.

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 21   | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 22   | Configuration / Customization to the core / base system.  |     |      |       |             |
| 23   | Installation and setup (includes all go-live activities) to implement all call center functionality, including integration with all current legacy applications, and to establish the base / core framework system. |     |      |       |             |
| 24   | Annual maintenance / support fee  |     |      |       |             |
| 25   | Annual License / Subscription Cost  |     |      |       |             |
| 26   | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 27   | Hardware – Processor & Memory   |     |      |       |             |

| CLIN | Description                                    | Qty | Unit | Price | Total Price |
|------|--|-----|------|-------|-------------|
|      | (specify)                                      |     |      |       |             |
| 28   | Hardware – Storage (specify)                   |     |      |       |             |
| 29   | Hardware – Other (specify separately)          |     |      |       |             |
| 30   | Other Required Components (specify separately) |     |      |       |             |
|      | <b>Total:</b>                                  |     |      |       |             |

| CLIN | Description  | Qty | Unit | Price | Total Price |
|------|--|-----|------|-------|-------------|
|      | <b>OPTIONAL Subsystems (see section C.3.9)::</b>   |     |      |       |             |
| 31   | Purchase and Implementation of Service Request/Work Order Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality)             |     |      |       |             |
| 32   | Purchase and Implementation of Business Licensing and Permitting Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality)      |     |      |       |             |
| 33   | Purchase and Implementation of Human Services Relationship Management Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality) |     |      |       |             |
|      | <b>Total:</b>  |     |      |       |             |

**B.3.4.2** This set of CLINs constitute “Year 2.” Therefore sizing information for “2<sup>nd</sup> & 3<sup>rd</sup> year” information from B.3.2 should be used.

**OPTION PERIOD ONE (1)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 1101 | Citizen Interaction & Relationship Management (CIRM) system / software                                  |     |      |       |             |
| 1102 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 1103 | Implement additional required functionality, including integration with all current legacy applications |     |      |       |             |

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
|      | (as required)   |     |      |       |             |
| 1104 | Annual Maintenance / Support Fee                          |     |      |       |             |
| 1105 | Annual License / Subscription Cost                        |     |      |       |             |
| 1106 | Other / Supporting Software Required (specify separately) |     |      |       |             |
| 1107 | Hardware – Processor & Memory (specify)                   |     |      |       |             |
| 1108 | Hardware – Storage (specify)                              |     |      |       |             |
| 1109 | Hardware – Other (specify separately)                     |     |      |       |             |
| 1110 | Other Required Components (specify separately)            |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.4.3** This set of CLINs constitute “Year 3.” Therefore sizing information for “2<sup>nd</sup> & 3<sup>rd</sup> year” information from B.3.2 should be used.

**OPTION PERIOD TWO (2)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 2101 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 2102 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 2103 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 2104 | Annual Maintenance / Support Fee  |     |      |       |             |
| 2105 | Annual License / Subscription Cost  |     |      |       |             |
| 2106 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 2107 | Hardware – Processor & Memory (specify)   |     |      |       |             |
| 2108 | Hardware – Storage (specify)  |     |      |       |             |
| 2109 | Hardware – Other (specify separately)   |     |      |       |             |
| 2110 | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.4.4** This set of CLINs constitute “Year 4.” Therefore sizing information for “4<sup>th</sup> & 5<sup>th</sup> year” information from B.3.2 should be used.

**OPTION PERIOD THREE (3)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 3101 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 3102 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 3103 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 3104 | Annual Maintenance / Support Fee  |     |      |       |             |
| 3105 | Annual License / Subscription Cost  |     |      |       |             |
| 3106 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 3107 | Hardware – Processor & Memory (specify)   |     |      |       |             |
| 3108 | Hardware – Storage (specify)  |     |      |       |             |
| 3109 | Hardware – Other (specify separately)   |     |      |       |             |
| 3110 | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.4.5** This set of CLINs constitute “Year 5.” Therefore sizing information for “4<sup>th</sup> & 5<sup>th</sup> year” information from B.3.2 should be used.

**OPTION PERIOD FOUR (4)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 4101 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 4102 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 4103 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 4104 | Annual Maintenance / Support Fee  |     |      |       |             |
| 4105 | Annual License / Subscription Cost  |     |      |       |             |
| 4106 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 4107 | Hardware – Processor & Memory   |     |      |       |             |

| CLIN | Description                                    | Qty | Unit | Price | Total Price |
|------|--|-----|------|-------|-------------|
|      | (specify)                                      |     |      |       |             |
| 4108 | Hardware – Storage (specify)                   |     |      |       |             |
| 4109 | Hardware – Other (specify separately)          |     |      |       |             |
| 4110 | Other Required Components (specify separately) |     |      |       |             |
|      | <b>TOTAL COST</b>                              |     |      |       |             |

**B.3.5** The following CLINs should be used if the vendor wishes to propose a **District Owned** (see B.3.1 for definition) solution.

**B.3.5.1** This set of CLINs constitute “Year 1.” Therefore sizing information for “1<sup>st</sup> year” information from B.3.2 should be used.

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 41   | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 42   | Configuration / Customization to the core / base system.  |     |      |       |             |
| 43   | Installation and setup (includes all go-live activities) to implement all call center functionality, including integration with all current legacy applications, and to establish the base / core framework system. |     |      |       |             |
| 44   | Annual maintenance / support fee  |     |      |       |             |
| 45   | Annual License / Subscription Cost  |     |      |       |             |
| 46   | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 47   | Hardware – Processor & Memory (specify)   |     |      |       |             |
| 48   | Hardware – Storage (specify)  |     |      |       |             |
| 49   | Hardware – Other (specify separately)   |     |      |       |             |
| 50   | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>Total:</b>   |     |      |       |             |

| CLIN | Description  | Qty | Unit | Price | Total Price |
|------|--|-----|------|-------|-------------|
|      | <b>OPTIONAL Subsystems (see section C.3.9)::</b>   |     |      |       |             |
| 51   | Purchase and Implementation of Service Request/Work Order Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality)             |     |      |       |             |
| 52   | Purchase and Implementation of Business Licensing and Permitting Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality)      |     |      |       |             |
| 53   | Purchase and Implementation of Human Services Relationship Management Functionality (includes CLINs 1-10 above, except as required to add this functionality instead of Call Center functionality) |     |      |       |             |
|      | <b>Total:</b>  |     |      |       |             |

**B.3.5.2** This set of CLINs constitute “Year 2.” Therefore sizing information for “2<sup>nd</sup> & 3<sup>rd</sup> year” information from B.3.2 should be used.

**OPTION PERIOD ONE (1)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 1201 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 1202 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 1203 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 1204 | Annual Maintenance / Support Fee  |     |      |       |             |
| 1205 | Annual License / Subscription Cost  |     |      |       |             |
| 1206 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 1207 | Hardware – Processor & Memory (specify)   |     |      |       |             |
| 1208 | Hardware – Storage (specify)  |     |      |       |             |

| CLIN | Description                                    | Qty | Unit | Price | Total Price |
|------|--|-----|------|-------|-------------|
| 1209 | Hardware – Other (specify separately)          |     |      |       |             |
| 1210 | Other Required Components (specify separately) |     |      |       |             |
|      | <b>TOTAL COST</b>                              |     |      |       |             |

**B.3.5.3** This set of CLINs constitute “Year 3.” Therefore sizing information for “2<sup>nd</sup> & 3<sup>rd</sup> year” information from B.3.2 should be used.

**OPTION PERIOD TWO (2)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 2201 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 2202 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 2203 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 2204 | Annual Maintenance / Support Fee  |     |      |       |             |
| 2205 | Annual License / Subscription Cost  |     |      |       |             |
| 2206 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 2207 | Hardware – Processor & Memory (specify)   |     |      |       |             |
| 2208 | Hardware – Storage (specify)  |     |      |       |             |
| 2209 | Hardware – Other (specify separately)   |     |      |       |             |
| 2210 | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.5.4** This set of CLINs constitute “Year 4.” Therefore sizing information for “4<sup>th</sup> & 5<sup>th</sup> year” information from B.3.2 should be used.

**OPTION PERIOD THREE (3)**

| CLIN | Description  | Qty | Unit | Price | Total Price |
|------|--|-----|------|-------|-------------|
| 3201 | Citizen Interaction & Relationship Management (CIRM) system / software |     |      |       |             |
| 3202 | Configuration / Customization to the core / base system.               |     |      |       |             |
| 3203 | Implement additional required functionality, including integration     |     |      |       |             |

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
|      | with all current legacy applications (as required)        |     |      |       |             |
| 3204 | Annual Maintenance / Support Fee                          |     |      |       |             |
| 3205 | Annual License / Subscription Cost                        |     |      |       |             |
| 3206 | Other / Supporting Software Required (specify separately) |     |      |       |             |
| 3207 | Hardware – Processor & Memory (specify)                   |     |      |       |             |
| 3208 | Hardware – Storage (specify)                              |     |      |       |             |
| 3209 | Hardware – Other (specify separately)                     |     |      |       |             |
| 3210 | Other Required Components (specify separately)            |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.3.5.5** This set of CLINs constitute “Year 5.” Therefore sizing information for “4<sup>th</sup> & 5<sup>th</sup> year” information from B.3.2 should be used.

**OPTION PERIOD FOUR (4)**

| CLIN | Description   | Qty | Unit | Price | Total Price |
|------|---|-----|------|-------|-------------|
| 4201 | Citizen Interaction & Relationship Management (CIRM) system / software  |     |      |       |             |
| 4202 | Configuration / Customization to the core / base system.  |     |      |       |             |
| 4203 | Implement additional required functionality, including integration with all current legacy applications (as required) |     |      |       |             |
| 4204 | Annual Maintenance / Support Fee  |     |      |       |             |
| 4205 | Annual License / Subscription Cost  |     |      |       |             |
| 4206 | Other / Supporting Software Required (specify separately)   |     |      |       |             |
| 4207 | Hardware – Processor & Memory (specify)   |     |      |       |             |
| 4208 | Hardware – Storage (specify)  |     |      |       |             |
| 4209 | Hardware – Other (specify separately)   |     |      |       |             |
| 4210 | Other Required Components (specify separately)  |     |      |       |             |
|      | <b>TOTAL COST</b>   |     |      |       |             |

**B.5** Cost figures for optional items in **Section B.3.3.1, B.3.4.1** and **B.3.5.1**, must be supported by a detailed description of the features provided and how they support the requirements in Section C. The availability of additional functionality will impact positively the cost evaluation score.

## SECTION C

### SPECIFICATIONS/WORK STATEMENT

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

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) is seeking a contractor to implement and maintain a District-wide Citizen Interaction & Relationship Management (CIRM) system. The contractor shall fulfill two primary objectives in order to successfully complete this contract:

- Deliver and implement an application “framework” that provides a robust, flexible, adaptable, scalable and sustainable integration facilities upon which many traditional CRM (client relationship management) functions can be configured and delivered as well as functions specific to government support of its citizen population. The minimum functionality that must be deliverable is Call Center operation and support, plus the demonstrated ability to be configured to deliver such functionality as Work Order Tracking, Correspondence Management, Human Services Relationship Management, and Permitting & Licensing functions, plus provide a tight integration with the District’s GIS and SRC systems. This framework must provide easily configured and adaptable monitoring / tracking capabilities.
- Delivery of a fully functional Call Center Operations and Support center for the Office of Unified Communications (OUC). This system must provide the functionality currently in place with the District’s Hansen system (ver. 7.x) and enhancements that reduce the data entry (i.e., moving between screens) time and increase the District’s ability to track a single request for information or services -- via the Call Center or the web -- from initiation, through its various legacy systems, and the final decision by the citizen that the request has been fulfilled.

The District seeks a solution that goes beyond traditional Call Center Operations & Support or client relationship management. It seeks a solution that can form the basis of its efforts to streamline a citizen’s interaction with the District, while ensuring that the District’s leadership can easily and effectively monitor and support the information and service flow between the multiple agencies that may be required to provide complete the response to a citizen’s question or service request. As such, 70-80% of the value of the proposed solution is in its integration capability with other District owned / supported systems, data repositories and business processes. Paramount is the solution’s ability to not only meet the current requirements, but also its superiority in helping the District manage its on-going operational costs while providing adaptability for future needs. Therefore, an innovative approach and superior integration capabilities are of critical importance.

The District will consider options that entail SAAS (software-as-a-service), hosted / outsourced options or district owned systems / assets.

### **C.1.1 DEFINITIONS**

- C.1.1.1** CIRM – Citizen Interaction & Relationship Management. The District’s CIRM strategy details how the District government interacts with its constituents and the tools used to ensure that the needs and requests of the constituents are tracked and met.
- C.1.1.2** OCTO – Office of the Chief Technology Officer within the Government of the District of Columbia.
- C.1.1.3** OUC – Office of Unified Communication within the Government of the District of Columbia
- C.1.1.4** DDOT – Department of Transportation within the Government of the District of Columbia
- C.1.1.5** DCRA – Department of Consumer and Regulatory Affairs within the Government of the District of Columbia

### **C.2 BACKGROUND**

- C.2.1** The District government has recently embarked on a plan to implement and integrate a 311 call center to provide the citizens of the District a single point of contact for all citizens to have their government provided services met. The new 311 call-center has required the merging of several current District call-centers into one and integrating the resources and data that each call-center collects. The current call-center application, Hansen v7.x, has insufficient functionality to easily integrate the operations of each call center, while simultaneously providing the framework for addition CIRM functionality. In order to support this 311 system, and the need for additional functionality, a single Customer Interaction & Relationship Management (CIRM) is required to track and fulfill the citizen’s requests and monitor the District’s interaction with the citizen.
- C.2.2** In addition to supporting the 311 calls directly, all subsequently generated requests related to that call must also be tracked. Relatively common requests, such as the repair of a pothole, may require several tasks to actually resolve the issue that the citizen communicated. For example, repairing an protruding section of asphalt may require several other subtasks to be completed before the citizen’s request is completely fulfilled. In this case, one request may trigger multiple work orders to have the surrounding land surveyed, the tree removed, and repair the road’s infrastructure and re-asphalt the surface. The District currently has an application, CityWorks, which handles most of these functions for DDOT.

**C.2.3** Several District agencies will be direct CIRM application stakeholders and have expressed various requirements for such a system. These stakeholder agencies include, but are not limited to:

- i) Executive Office of the Mayor/City Administrator (EOM/OCA)
- ii) Office of Unified Communications (OUC)
- iii) District Department of Transportation (DDOT)
- iv) Department of Consumer and Regulatory Affairs (DCRA)
- v) Department of Public Works (DPW)
- vi) Department of Employment Services (DOES)
- vii) Department of Human Services (DHS)
- viii) District of Columbia Public Schools

Each stakeholder agency has different functions that will be tracked using the installed CIRM tool. The incumbent of this contract will likely interface with resources in each of these agencies, and others, during the course of this implementation. The requirements to fulfill each of these functions are detailed in section C.3

### **C.3 REQUIREMENTS**

The Office of the Chief Technology Officer (OCTO) of the Government of the District of Columbia recognizes that there are many Citizen Interaction & Relationship Management (CIRM) systems available for municipal governments. There are five preeminent requirements for the District's citywide CIRM. These are:

1. Integration – Quick, effective and seamless integration with legacy systems maintained by various District agencies is paramount. Vendors should describe their approach(s) or methodology regarding the integration of information with legacy applications (e.g. Application Programming Interfaces (APIs), web services, XML, etc.). Please provide complete, current, and comprehensive technical systems documentation.
2. Configuration -- The ability for each agency to configure the application to meet it's unique and varied needs.
3. Scalability -- Describe how your solution adapts to increased demands so that a high level of system performance is maintained. Vendors must identify the platform(s) on which their solution is supported, recommend their preferred platform, and list the minimum requirements.
4. Implementation of a Call Center System (i.e., initial project / configuration; to begin with 30-days of award) -- call center management capabilities that allow the District to track a citizen's relationship and interaction with government agencies and officials.

The following sections are the requirements that the contractor shall meet in order to fulfill this statement of work. Indicate where necessary any additional costs that will be

incurred to customize your solution. A District project manager will be assigned to work with the incumbent's team to provide assistance and oversight.

Although the list of requirements below cover specific functional and technical requirements to support the initial Call Center application, they also cover requirements necessary for the proposed solution to provide the most effective foundation to the District broader CIRM strategy. Not all of these are mandatory to meet the scope outline in Section C.1 above. Additionally, some address the optional items in Section B.4 above. Together they form the basis for the total value proposition of the proposed solution, but do not constitute a list of mandatory requirements to satisfy this RFP. Emphasis should be placed on those necessary to meet the scope as defined in Section C.1.

**C.3.1 Call Center Functions** - Automating and streamlining the operations of a single city-wide call-center is the first, largest, and most critical requirement for the CIRM application to fulfill. In order to implement a single 311 call-center, the following functions shall be provided by the proposed CIRM application:

- C.3.1.1** The application shall provide automated call flow and scripting capabilities. Automated scripting shall allow all 311 agents to handle any type of citizen request, where the citizen is requesting information about the Department of Motor Vehicles or the Department of Health.
  - C.3.1.2** The application shall provide robust reporting and analysis tools. Various reports are needed to track the performance of each 311 agent and the status of citizen service requests. Reminder functions shall be used to remind agents of a request that is aging past a certain time period as specified by the District for follow up.
  - C.3.1.3** The application shall provide robust integration with other applications. The CIRM application must be able to easily integrate with other CIRM-related applications that are currently in use by the District.
  - C.3.1.4** The proposed CIRM application shall be accessible from any location provided the 311 agent's terminal is located on the District's intranet.
  - C.3.1.5** The proposed CIRM application shall provide correspondence handling. The application shall handle citizen requests from multiple communication channels, including US mail, fax and e-mail.
  - C.3.1.6** The CIRM application shall include a public-facing front end that all citizens can use to request District services.
- C.3.2 Service Request and Work Order Functions** - As mentioned in section C.2.2, the District currently has an application, CityWorks, that tracks service requests and work orders. However, the CIRM tool shall provide tracking and request resolution functionality as outlined in the below requirements:

- C.3.2.1** After a citizen communicates a request for government services, the fulfillment of that service, and the component tasks that must be completed to complete the request, shall be tracked by the CIRM tool.
- C.3.2.2** The CIRM tool shall integrate with the CityWorks application in order to ensure that real-time status of a citizen's service request is available to the citizen through a web-based application or through a 311 agent. As an alternative, the offeror may include in their proposal to replace the current CityWorks application if the offeror's native application provides superior functionality of the CityWorks application and ensures tight integration between the service fulfillment modules and call center modules.
- C.3.3** **Permitting and Licensing Functions** - The District also has a separate tool, Accela, which tracks permitting and licensing functions. However, The District desires that the CIRM application shall include permitting functionality within its out-of-the-box features. With or without permitting functionality supported natively, the CIRM tool must ensure that integration with Accela is supported.
- C.3.4** **Citizen Communication Functions** – The proposed CIRM application shall provide robust tools for bilateral communication between the District and its citizens, which includes features such as the ability for citizens to register themselves with the CIRM tool so they may be kept informed of the status of their requests via email or through a web portal.
- C.3.5** **Human Services Relationship Management Functions** – The District does not currently have a single application that provides human services relationship management functions. The proposed CIRM tool is not expected to replace specific case management functionality in the human services area. However, supplement support in the form of either native human services case management functions is desired.
- C.3.6** **Geographic Information Systems (GIS) Integration** – Each of the requirements defined above is related to the physical location where government services are actually being provided. Therefore, integration to the District's current GIS application shall be provided by the proposed CIRM application.
- C.3.7** **Service Request Center (SRC) Integration** – Currently the integration between legacy systems, as well as the citizen's ability to enter service request via the web, is provided by the District-developed SRC system. The new CIRM system shall integrate with, or preferably replace, this system.
- C.3.8** **General Technical Requirements.** Listed below are the general technical requirements that the proposed CIRM shall fulfill in order to successfully complete this contract:
- C.3.8.1** The offeror shall provide complete, current, and comprehensive technical systems documentation during the implementation in electronic form (Microsoft Office readable) and 5 printed copies.

- C.3.8.2** The proposed CIRM application shall have some degree of capability for each agency to configure the application to meet its unique and varied needs without the use of a technical resource (i.e., a developer).
- C.3.8.3** The proposed CIRM application should be web-based, preferably using the latest client-side technologies (e.g., AJAX) to enhance the user experience. If not web-based, it must integrate with standard software already part of District desktop machines.
- C.3.8.4** The application shall be scalable to easily allow for additional capacity to be added in the future. The offeror shall, in their response, describe how the proposed CIRM solution adapts to increased demands so that a high level of system performance is maintained. Offerors shall identify the platforms on which their solution is supported, recommend their preferred platform, and list the minimum requirements as well as provide documents cases to support their minimum requirement recommendations.
- C.3.8.5** The application layout, design, and navigation shall be easy to use, consistent, and intuitive.
- C.3.8.6** Context sensitive help screens shall be available to users on each screen.
- C.3.8.7** Screen layouts shall be capable of being tailored or personalized to individual needs (such as modifying home page contents to add daily calendars, activities, “to do” tasks, outstanding service requests, etc.)
- C.3.8.8** The application shall capture, track, and manage citizen correspondence, inquiries, or service requests regardless of their origin (i.e. phone, fax, email, letter, web portal, face to face, etc.). This is related to requirement C.3.1.5.
- C.3.8.9** The application shall group related citizens together in 'households' so as to more intelligently manage customer relationships. This grouping must support multiple 'households' and should include such data as address, home phone, cell phone, etc. from each individual.
- C.3.8.10** The application shall integrate with caller-id/telephony software to facilitate a 311 agent's ability to identify the requesting citizen. This is also known as Computer Telephony Integration (CTI). This feature shall be optional so as to provide for situations whereby a citizen does not want to be identified by phone number.
- C.3.8.11** The application shall verify addresses against the District's Master Address Repository (MAR).
- C.3.8.12** The application shall display physical locations (such as customer address or service request location) using the District's GIS application.

- C.3.8.13** The application shall provide for flexible workflow processes, rules, automated alerts, and email notifications are flexible. These shall be configurable by a business analyst and not technical staff.
- C.3.8.14** If required, the workflow shall route transactions and actions to the correct legacy application.
- C.3.8.15** The application shall provide the ability to configure or define service level target turnaround times based on agency and request type.
- C.3.8.16** Automatic multi-level alerts/emails shall be initiated by the application to specific individuals when a citizen's inquiry or service request is approaches or exceeds the target service level turnaround time.
- C.3.8.17** The application shall display a history of past events/actions using various search filters such as by citizen, by date, by type of event/action, by location and by CIRM user. This filter list is not all inclusive.
- C.3.8.18** Websites and applications shall be accessible from the CIRM tool and open up within the CIRM application.
- C.3.8.19** The application shall provide a scripting capability to guide users through citizen interactions in order to provide consistent and accurate information – regardless of which agency actually provides the service or is provided in another legacy system.
- C.3.8.20** The application workflow shall automatically present the appropriate questions and information as needed to insure 311 agents follow the correct sequence of steps or ask the right questions.
- C.3.8.21** A knowledge base shall be provided by the application to 311 agents containing questions asked by citizens and the associated correct answers.
- C.3.8.22** The application shall support a user interface that allows for the ability to easily search for and retrieve information.
- C.3.8.23** The application shall have the ability to attach documents to a citizen inquiry or request (e.g. pictures, scanned letters, emails, text documents, etc.).
- C.3.8.24** The application shall provide role-based security controls access to functions and data.
- C.3.8.25** The proposed CIRM shall support single sign-on using LDAP, if the offeror proposes that the application is hosted by the District. If it is not hosted by the district, a similar single sign-on capability that integrates with the District must be proposed.
- C.3.8.26** The application shall ensure that all transactions are stamped with the date, time, and identification of the initiating/modifying user.

- C.3.8.27** The application shall automatically assign a unique identifier to each citizen request, while providing the ability to tie it back to the requestor and the “household.”
- C.3.8.28** A single citizen service request may generate multiple work orders across multiple agencies. The CIRM application shall track each work order (not always created at the same time) in order to keep the citizen informed of the progress of their case.
- C.3.8.29** The proposed application shall not close a citizen request until all associated work orders are completed or a reason is given why the request is being closed without all the tasks completed (which will require business process change as well as technology support).
- C.3.8.30** The proposed application shall provide an online web portal that allows citizens to submit service requests, check request status, gain information relative to District non-emergency services, etc.
- C.3.8.31** The application shall provide functions that track individual and business permits and licenses. If the application does not natively support these functions, the application shall tightly integrate with the District’s Accela instance to automatically retrieve this information.
- C.3.8.32** The application shall track relationships between a citizen and District agencies or officials.
- C.3.8.33** The application shall provide broad reporting tools with numerous pre-configured or standard reports including service request aging reports, call center statistics, and CIRM user performance statistics.
- C.3.8.34** The application shall provide an ad-hoc reporting tool that allows for reporting on all data elements within the system.
- C.3.8.35** The application shall provide an extensive set of human case management tools that provide the ability to create business rules for a case type including defining a list of tasks that need to be executed in a specific sequence.
- C.3.8.36** The application shall allow for the quick (16 weeks) implementation of the CIRM software.
- C.3.8.37** The Offeror shall provide training and conduct training on-site within the District.
- C.3.9** **Optional Subsystems and Hardware CLINs**  
The District has included CLINs 11-13, 27-29, 31-33, 47-49, 51-53, 1107-1109, 2107-2109, 3107-3109, 4107-4109, 1207-1209, 2207-2209, 3207-3209, 4207-4209 for evaluation purposes only. The District will not award the components described in these CLINs under this contract. The District has included these CLINs in this solicitation for the sole purpose of evaluating the total cost of ownership over a five year period for the solutions proposed.



## **SECTION D**

### **PACKAGING AND MARKING**

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

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

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

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

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

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

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

**F.2.1** The District may extend the term of this contract for a period of four (4) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

#### **F.3 DELIVERABLES**

**F.3.1** If SAAS is chosen as the proposed solution approach, the deliverable for CLINS 1, 2, 3, 6 and 7 are due within 90 days of contract award.

**F.3.2** If proposed as Hosted/Outsourced, the deliverable for CLINs 21-23, 26 and 30 is due within 90 days of contract award.

**F.3.3** If proposed as District owned, the deliverable for CLINs 41-43, 46 and 50 are due within 90 days of contract award.

**F.4** 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, N.W., Suite 7  
Washington, DC 20001

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

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

**G.2.2.2** Contract number and invoice number;

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

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

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

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

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the

person identified in G.2.2.6 above) to be notified in the event of a defective invoice;  
and

**G.2.2.8** Authorized signature.

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

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

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

**G.4 PAYMENT**

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

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 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, N.W., Suite 771  
Washington, DC 20001  
202/727-5274  
[Annie.watkins@dc.gov](mailto:Annie.watkins@dc.gov)

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

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

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

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

Name: Thomas Jones  
Title: Deputy Director  
Agency: Office of the Chief Technology Officer  
Address: 441 – 4<sup>th</sup> Street, N.W., Suite 930  
Telephone: Washington, DC 20002

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for

any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

#### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination 2005-2103, Rev. 4 , dated July 5, 2007 in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

#### **H.3 PUBLICITY**

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

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

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such

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

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

- H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.3) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
  - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 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** **ROTECTION 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.

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

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

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

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

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

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

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

## SECTION J

### LIST OF ATTACHMENTS

#### J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Rev. 4, dated July 5, 2007

#### 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 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Cost/Price Data Package

## SECTION K

### REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### **K.1 AUTHORIZED NEGOTIATORS**

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

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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.2.2.

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

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

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

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

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

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

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper and one (1) electronic CD in Microsoft format. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCTO-2008-R-0128 for Citizen Interaction & Relationship Management (CIRM) System.

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

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

**L.2.1.2 Experience and Qualifications** – The Offeror shall identify other state or local governments where the Offeror has installed the proposed Citizen Interaction & Relationship Management system. The Offeror shall provide contact information for these previous clients including client name, address, contact person, phone number, email address, period work was performed, and scope of work performed.

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

- L.2.1.4 Proposed Solution** – The Offeror shall define their methodology and project plan, describing the overall timeline for implementing the CIRM application including customizations, data migration, training, and transition from any legacy system to the new system.
- L.2.1.4.1 The Offeror shall describe the proposed solution including hardware and software requirements including the programming language(s) and integrated development environment (IDE) used to create the application, the database management system, and operating system requirements.
- L.2.1.4.2 The offeror shall describe their approaches, tools, and/or methodology regarding the integration of information with legacy applications (e.g. Application Programming Interfaces (APIs), web services, XML, etc.).
- L.2.1.4.3 The Offeror shall provide a list of risks associated with the implementation of the proposed Citizen Interaction & Relationship Management system.
- L.2.1.5 Detailed Requirements Response** – The Offeror shall provide a response to each requirement point identified in Section 3 of this document. For each requirement, the Offeror shall indicate if the requirement is fulfilled by the Offeror’s standard system or if customizations will be required. If customization is required, the Offeror shall include the cost of customizing the standard system to meet the requirement for each requirement.
- L.2.1.6 Deployment** – The Offeror shall describe the process of deploying and implementing the Citizen Interaction & Relationship Management system for the District of Columbia. Include a timeline, number and type of resources required, and cost by role (if not included in the license fee). The Offeror shall also describe travel and accommodation expenses (if any).
- L.2.1.7 Additional Software Requirements** – The Offeror shall list any additional software applications, utilities, etc. that the District would be required to purchase in order to successfully deploy the Offeror’s solution (e.g. reporting software or middleware). This is not required if the Offeror is proposing a Software as a Service (SAAS) solution.
- L.2.1.8 Data Migration** – The Offeror shall define the migration strategy to be used moving data from the existing Hansen 7 call-center management system to the Offeror’s proposed system. The Offeror shall include a timeline and cost.
- L.2.1.9 Testing** – The Offeror shall provide a detailed test plan that provides roles, responsibilities and scheduled for all testing. All UAT testing shall use current District data. The Offeror shall include a timeline and cost.

**L.2.1.10 Training** – The Offeror shall describe the strategy to be used to train a small number of administrators and a total of approximately sixty (60) end-users. The Offeror shall include a timeline and cost for each type of user.

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

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

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

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

**L.3.1 Proposal Submission**

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

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

**L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation

for submission of proposals, but not later than the closing date for receipt of proposals.

### **L.3.3 Postmarks**

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

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

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

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Annie R. Watkins, 202/727-5274, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Annie R. Watkins, the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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

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

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

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

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

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

**L.7 PROPOSALS WITH OPTION YEARS**

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

**L.8 PROPOSAL PROTESTS**

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

**L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by

evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

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

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

**L.14 CERTIFICATES OF INSURANCE**

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

Annie R. Watkins  
Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, N.W., Suite 771  
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.

**L.20 PRE-PROPOSAL CONFERENCE**

- L.20.1** A pre-proposal conference will be held at 10:00 a.m., on May 9, 2008, at 441 – 4<sup>th</sup> Street, N.W, Suite 1107, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of

the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

**I.20.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than 15 days before proposal are due in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dcgov.org](http://www.ocp.dcgov.org).

## SECTION M

### EVALUATION FACTORS

#### M.1 EVALUATION FOR AWARD

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

#### M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

### **M. 3 EVALUATION CRITERIA**

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

#### **M.3.1 TECHNICAL CRITERIA (60 Points)**

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

- M.3.1.1** The ability to integrate seamlessly with legacy workflow systems maintained by various District agencies (maximum 25 points).
- M.3.1.2** The ability for each District agency to configure the system to meet its unique and varied needs (maximum 20 points).
- M.3.1.3** The demonstrated ability to meet the requirements as defined in Section 3 as documented in the offeror's response to this solicitation (maximum 10 points).
- M.3.1.4** Positive references from at least 1 government entity where Vendor has installed the proposed system (maximum 3 points).
- M.3.1.5** Defined methodology and project plan (showing the over-all timeline for implementing the CIRM system (including data migration and training) for transitioning from the legacy system to the new system (maximum 2 points).

#### **M.3.2 ON-SITE PROOF-OF-CONCEPT (10 points)**

Offerors obtaining at least 40 of the 60 points in Section M.4.1, Technical Criteria, will be selected as finalists. As such, they will be required to participate in an on-site proof-of-concept for the final 10 points of the evaluation.

- M.3.2.1** All offerors within the competitive range will have 5 days to demonstrate their capabilities for an additional 10 points. This ability will be evaluated using the following methodology:
  - M.3.2.1.1** The Offeror shall demonstrate their capability to configure their application to meet the unique and varied needs of some of the District's agencies, emphasizing the call center capabilities of their product. The District will provide the reasonable resources required by the Offeror to demonstrate this capability.
  - M.3.2.1.2** The Offeror shall demonstrate their ability to integrate with other applications, of which the highest value will be the integration with the District's current legacy application(s). The exact set of applications to be integrated with will be agreed upon with all Offerors progressing to this stage and may or may not be the actual applications owned by the District. Offeror(s) will be given the option of using a

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

**M.3.2.1.2** The Offeror shall demonstrate their ability to meet the requirements as set forth in Section 3 of this document.

**M.3.3 PRICE CRITERIA ( 30 Points)**

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

$$\begin{array}{l} \text{Lowest "TOTAL 5 YEAR" price proposal} \\ \text{-----} \end{array} \times 21 = \text{"A"} \\ \text{"TOTAL 5 YEAR" price of proposal being evaluated}$$

$$\begin{array}{l} \text{Lowest "INITIAL / YEAR 1" price proposal} \\ \text{-----} \end{array} \times 6 = \text{"B"} \\ \text{"INITIAL / YEAR 1" price of proposal being evaluated}$$

$$\begin{array}{l} \text{Number of Optional Subsystems of proposal being evaluated} \\ \text{-----} \end{array} \times 1 = \text{"X"} \\ \text{Maximum Number of Optional Subsystems from all vendors}$$

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

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

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

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

**M.3.4 PREFERENCE (12 Points)**

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

- Small Business Enterprise (SBE) 3 points
- Resident-Owned Business (ROB) 5 points

- Longtime Resident Business (LRB) 10 points
- Local Business Enterprise (LBE) 2 points
- Business located in Enterprise Zone (DZE) 2 points
- Disadvantaged Business Enterprise (DBE) 2 points

**M.3.5 TOTAL (112 Points)**

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

**M.4 EVALUATION OF OPTION YEARS**

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

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

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

**a. General Preferences**

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

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

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and

- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

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

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

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

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

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

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

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime

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

**For Example:**

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

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

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

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

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

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

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

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

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

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

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

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

**4. Vendor Submission for Preferences**

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

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
  - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or

- 2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

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

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

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

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

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

#### **4. Penalties for Misrepresentation**

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

#### **5. Local, Small, and Disadvantaged Business Enterprise Subcontracting**

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

- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.