

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Information Technology Staff Augmentation (ITSA)		Page of Pages 1   56		
			2. Contract Number	3. Solicitation Number DCTO-2008-R-0135	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 4/28/2008	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Office of the Chief Technology Officer 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW Bid Room, Suite 703 South Washington, DC 20001				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>5</u> 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 <u>441 4th Street, NW, Suite 703 South</u> until <u>2:00 P.M.</u> local time <u>27-May-08</u> (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 Veronica Dhaness		B. Telephone (Area Code) 202 (Number) 727-8704 (Ext)			C. E-mail Address <a href="mailto:veronica.dhaness@dc.gov">veronica.dhaness@dc.gov</a>	
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment <input checked="" type="checkbox"/>		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							

# Office of Contracting & Procurement

## IT Staff Augmentation Agreement

### Request for Proposal

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

### **B.1 Overview**

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (the District) is seeking a Prime Contractor to provide IT staff augmentation (ITSA) services for the District.

#### **B.1.1 CONTRACT TERM**

The term of the contract shall be for a base period of one year from date of award, with four option periods of one year each.

#### **B.1.2 CONTRACT TYPE**

B.1.2.1 The District contemplates award of a single contract pursuant to this RFP, containing the following three types of contract components:

- 1) An IDIQ contract component consisting of not-to-exceed rates per hour for labor categories in the contract.
- 2) An economic adjustment component for the not-to-exceed rates per hour for labor categories for each option year.
- 3) A fixed fee for hourly service based on the monthly total number of hours billed.

B.1.2.2 This is an IDIQ contract for the services specified and effective for the period stated in sections F.1 and F.2.

B.1.2.3 The Prime Contractor shall make delivery or performance only as authorized by purchase orders issued by the District in accordance with the Ordering Clause, Section G.8. The Prime Contractor shall furnish to the District, when and if ordered, the services specified in section B up to and including \$150,000,000.00 for each contract period, including the Prime Contractor Hourly Service Fee. The District will order at least the minimum of \$100,000.00 in each contract period, including the Prime Contractor Hourly Service Fee.

B.1.2.4 There is no limit on the number of purchase orders that the District may issue. The District may issue purchase orders requiring delivery to multiple destinations or performance at multiple locations.

B.1.2.5 Any purchase order issued during the effective period of this contract and not completed within that period shall be completed by the Prime Contractor within the time specified in the purchase order. This contract shall govern the Prime Contractor's and District's rights and obligations with respect to that purchase order to the same extent as if the purchase order were completed during the contract's effective period; provided, that the Prime Contractor shall not be required to make any deliveries or provide any services under this contract after the contract expiration date.

### **B.2 Base Year**

#### **B.2.1 HOURLY SERVICE FEE**

B.2.1.1 The following hourly service fee applies to any of the job categories awarded under this master agreement.

B.2.1.2 The Prime Contractor shall apply a single hourly service fee will to hours the District orders in a monthly period. The rate for each month will be determined by the cumulative number of hours billed by the Prime Contractor as of the last day of the previous month.

For example, the first month's Hourly Service Fee will be the fee described in CLIN 0001A, since no hours have been billed. If, after three months, the Prime Contractor has billed a

total of 6000 hours to the District during those three months, the Hourly Service Fee described by CLIN 0001B would be used for the fourth month.

B.2.1.3 Offerors must submit a price for each CLIN 001A through 001D.

<b>CLIN</b>	<b>Hourly Service Fee</b>	<b>Price/ Hour</b>
0001A	Hourly service fee for 0-9,999 hours billed by Prime Contractor	
0001B	Hourly service fee for 10,000-99,999 hours billed by Prime Contractor	
0001C	Hourly service fee for 100,000-499,999 hours billed by Prime Contractor	
0001D	Hourly service fee for 500,000 hours billed by Prime Contractor or more	

**B.2.2 NOT-TO-EXCEED RATE PER JOB CATEGORY**

B.2.2.1 The District may choose to exercise any combination of hours and job categories.

B.2.2.2 Offerors must include a price (Not-To-Exceed Rate/Hour) for each CLIN 0002 through 0109 and a Not-To-Exceed total for each CLIN. In the event of a discrepancy, the Not-To-Exceed Rate/Hour will prevail. The not-to-exceed rates for each of the labor categories specified in section B.2.2 shall be adjusted for each option period in accordance to section F.2.2.

<b>CLIN</b>	<b>Job Category</b>	<b>Not-To-Exceed Rate/Hour</b>	<b>Est. Annual Hours.</b>	<b>Extended Price</b>
0002	Emerging Business Analyst 1		7,500	
0003	Emerging Business Analyst 2		8,000	
0004	Emerging Business Analyst 3		12,000	
0005	Emerging Business Analyst 4		3,000	
0006	Emerging Business Analyst 5		500	
0007	Emerging Technical Writer 1		500	
0008	Emerging Technical Writer 2		2,000	
0009	Emerging Technical Writer 3		500	
0010	Emerging Trainer 1		3,000	
0011	Emerging Trainer 2		1,000	
0012	Emerging Quality Assurance 1		500	
0013	Emerging Quality Assurance 2		4,500	
0014	Emerging Quality Assurance 3		2,200	
0015	Emerging Administrative Support 1		2,000	
0016	Emerging Administrative Support 2		5,000	
0017	Emerging Project Manager 1		1,000	
0018	Emerging Project Manager 2		9,000	
0019	Emerging Project Manager 3		200	
0020	Emerging Architect 1		2,000	
0021	Emerging Architect 2		4,500	
0022	Emerging Database Administrator 1		3,500	
0023	Emerging Database Administrator 2		4,000	
0024	Emerging Database Administrator 3		200	
0025	Emerging System Administrator 1		5,000	
0026	Emerging System Administrator 2		2,000	

<b>CLIN</b>	<b>Job Category</b>	<b>Not-To-Exceed Rate/Hour</b>	<b>Est. Annual Hours.</b>	<b>Extended Price</b>
0027	Emerging System Administrator 3		6,000	
0028	Emerging Developer 1		5,000	
0029	Emerging Developer 2		10,000	
0030	Emerging Developer 3		16,000	
0031	Emerging Developer 4		4,500	
0032	Emerging Network Technician 1		2,000	
0033	Emerging Network Technician 2		2,000	
0034	Emerging Network Technician 3		3,500	
0035	Emerging Customer Support 1		5,000	
0036	Emerging Customer Support 2		5,000	
0037	Emerging Customer Support 3		5,000	
0038	Core Business Analyst 1		23,500	
0039	Core Business Analyst 2		18,000	
0040	Core Business Analyst 3		16,500	
0041	Core Business Analyst 4		7,000	
0042	Core Business Analyst 5		2,000	
0043	Core Technical Writer 1		5,000	
0044	Core Technical Writer 2		2,000	
0045	Core Technical Writer 3		2,500	
0046	Core Trainer 1		200	
0047	Core Trainer 2		1,500	
0048	Core Quality Assurance 1		1,500	
0049	Core Quality Assurance 2		10,000	
0050	Core Quality Assurance 3		500	
0051	Core Administrative Support 1		5,000	
0052	Core Administrative Support 2		28,500	
0053	Core Project Manager 1		10,000	
0054	Core Project Manager 2		33,500	
0055	Core Project Manager 3		4,500	
0056	Core Architect 1		11,500	
0057	Core Architect 2		9,000	
0058	Core Database Administrator 1		12,000	
0059	Core Database Administrator 2		1,000	
0060	Core Database Administrator 3		3,500	
0061	Core System Administrator 1		10,000	
0062	Core System Administrator 2		7,500	
0063	Core System Administrator 3		17,000	
0064	Core Developer 1		10,500	
0065	Core Developer 2		22,500	
0066	Core Developer 3		41,000	
0067	Core Developer 4		4,000	

<b>CLIN</b>	<b>Job Category</b>	<b>Not-To-Exceed Rate/Hour</b>	<b>Est. Annual Hours.</b>	<b>Extended Price</b>
0068	Core Network Technician 1		4,000	
0069	Core Network Technician 2		4,000	
0070	Core Network Technician 3		79,000	
0071	Core Customer Support 1		34,500	
0072	Core Customer Support 2		35,000	
0073	Core Customer Support 3		5,000	
0074	Legacy Business Analyst 1		11,500	
0075	Legacy Business Analyst 2		4,000	
0076	Legacy Business Analyst 3		2,000	
0077	Legacy Business Analyst 4		1,000	
0078	Legacy Business Analyst 5		500	
0079	Legacy Technical Writer 1		2,000	
0080	Legacy Technical Writer 2		6,000	
0081	Legacy Technical Writer 3		1,000	
0082	Legacy Trainer 1		500	
0083	Legacy Trainer 2		500	
0084	Legacy Quality Assurance 1		2,000	
0085	Legacy Quality Assurance 2		2,000	
0086	Legacy Quality Assurance 3		2,000	
0087	Legacy Administrative Support 1		500	
0088	Legacy Administrative Support 2		500	
0089	Legacy Project Manager 1		1,000	
0090	Legacy Project Manager 2		2,000	
0091	Legacy Project Manager 3		1,000	
0092	Legacy Architect 1		200	
0093	Legacy Architect 2		200	
0094	Legacy Database Administrator 1		500	
0095	Legacy Database Administrator 2		500	
0096	Legacy Database Administrator 3		500	
0097	Legacy System Administrator 1		1,000	
0098	Legacy System Administrator 2		2,000	
0099	Legacy System Administrator 3		1,000	
0100	Legacy Developer 1		1,500	
0101	Legacy Developer 2		4,500	
0102	Legacy Developer 3		2,000	
0103	Legacy Developer 4		2,000	
0104	Legacy Network Technician 1		8,000	
0105	Legacy Network Technician 2		4,000	
0106	Legacy Network Technician 3		500	
0107	Legacy Customer Support 1		17,500	
0108	Legacy Customer Support 2		2,500	

CLIN	Job Category	Not-To-Exceed Rate/Hour	Est. Annual Hours.	Extended Price
0109	Legacy Customer Support 3		3,000	
			<b>Total:</b>	

**B.3 Option Year 1**

The Prime Contractor shall specify its Hourly Service Fee for each Option Year.

CLIN	Hourly Service Fee	Price/ Hour
1001A	Hourly service fee for 0-9,999 hours billed by Prime Contractor	
1001B	Hourly service fee for 10,000-99,999 hours billed by Prime Contractor	
1001C	Hourly service fee for 100,000-499,999 hours billed by Prime Contractor	
1001D	Hourly service fee for 500,000 hours billed by Prime Contractor or more	

**B.4 Option Year 2**

CLIN	Hourly Service Fee	Price/ Hour
2001A	Hourly service fee for 0-9,999 hours billed by Prime Contractor	
2001B	Hourly service fee for 10,000-99,999 hours billed by Prime Contractor	
2001C	Hourly service fee for 100,000-499,999 hours billed by Prime Contractor	
2001D	Hourly service fee for 500,000 hours billed by Prime Contractor or more	

**B.5 Option Year 3**

CLIN	Hourly Service Fee	Price/ Hour
3001A	Hourly service fee for 0-9,999 hours billed by Prime Contractor	
3001B	Hourly service fee for 10,000-99,999 hours billed by Prime Contractor	
3001C	Hourly service fee for 100,000-499,999 hours billed by Prime Contractor	
3001D	Hourly service fee for 500,000 hours billed by Prime Contractor or more	

**B.6 Option Year 4**

CLIN	Hourly Service Fee	Price/ Hour
4001A	Hourly service fee for 0-9,999 hours billed by Prime Contractor	
4001B	Hourly service fee for 10,000-99,999 hours billed by Prime Contractor	
4001C	Hourly service fee for 100,000-499,999 hours billed by Prime Contractor	
4001D	Hourly service fee for 500,000 hours billed by Prime Contractor or more	

## **C STATEMENT OF WORK**

### **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 Prime Contractor to manage IT staff augmentation needs for the District by assembling a network of Subcontracting Vendors. Of the total dollars flowing to Subcontracting Vendors through the Prime Contractor, at least 95% of those dollars must go to CBE Subcontracting Vendors. The Prime Contractor provides resources on a not-to-exceed hourly rate basis in response to District requests. The resulting Master Agreement will be called the IT Staff Augmentation (ITSA) contract.

#### **C.1.1 DEFINITIONS**

**C.1.1.1 DC/District** Government of the District of Columbia

**C.1.1.2 OCTO** Office of the Chief Technology Officer

OCTO is the District agency that is primarily responsible for technology services, including IT staff augmentation, for the District.

**C.1.1.3 OCP** Office of Contracting & Procurement

**C.1.1.4 ITSA** Information Technology Staff Augmentation

IT Staff Augmentation is the use of hourly contracted Resources to perform technology services where full-time employees are not available to meet the agency's need.

**C.1.1.5 PASS** Procurement Automated Support System

PASS is the automated procurement system based on the Ariba Spend Management software suite. Currently, Ariba Buyer and Ariba Analysis have been implemented for the District government.

**C.1.1.6 CBE** Certified Business Enterprise (CBE)

A CBE is a business that is certified by the Department of Small and Local Business Development (DSLBD) per the Small, Local, and Disadvantaged Business Development and Assistance Act of 2005, DC Official Code § 2-218.01 et seq.

**C.1.1.7 OTR** Office of Tax and Revenue

OTR maintains data on vendor compliance with tax liabilities.

**C.1.1.8 DOES** Department of Employment Services

DOES maintains data on vendor compliance with unemployment taxes and with First Source Agreements.

**C.1.1.9 Program Manager**

A Program Manager is a District employee with responsibility for requesting ITSA services, reviewing Candidates, and selecting Candidates for award as ITSA Resources.

**C.1.1.10 Prime Contractor**

The Prime Contractor is responsible for providing the web application supporting the request of ITSA Resources by Program Managers, submission of Candidates by Subcontracting Vendors, and invoicing and timesheet submission for awarded Resources.

#### C.1.1.11 Subcontracting Vendor

A Subcontracting Vendor may contract directly with the Prime Contractor to provide hourly Resources to the District under this agreement.

#### C.1.1.12 Candidate

A Candidate is an individual offered by a Subcontracting Vendor in response to an ITSA request. If a Candidate is selected by the Program Manager to fill the request and a valid purchase order is issued, the Candidate becomes a Resource.

#### C.1.1.13 Resource

A Resource is an individual provided by a Subcontracting Vendor to fill an ITSA request and awarded by the Program Manager with a valid purchase order against this contract.

#### C.1.1.14 Web Application Availability

The Web Application Availability shall be defined as all weekdays from 8 am until 8 pm, excluding District holidays.

#### C.1.1.15 ERI Economic Research Institute

The Economic Research Institute publishes, on a quarterly basis, salary and hourly rate information on a wide array of labor categories. ERI data will be used to calculate the changes to the not-to-exceed rates specified in section B of this document for each option period.

## **C.2 Background**

### **C.2.1 OCTO PAST PROCUREMENTS ON IT STAFF AUGMENTATION**

In Fiscal Year 2007, the Office of the Chief Technology Officer (OCTO) procured \$56 million on 786 purchase orders with 1,286 lines to secure individual IT staff augmentation contractors, representing approximately 690,000 hours of work.

### **C.2.2 IT STAFF AUGMENTATION SAVINGS**

An analysis of staff augmentation procurements for OCTO in Fiscal Year 2007 suggests the following savings could be achieved through the implementation of a staff augmentation master agreement:

- 1) Hourly rate caps can save \$5-10 million dollars paid to contractors for their work.
- 2) District staff may also be spared from working on staff augmentation procurements, likely saving 12,000 to 18,000 hours of staff time.

### **C.2.3 CONTRACT FEATURES**

The District has therefore decided to issue an RFP for supplier-managed ITSA master agreement, including the following features:

- 1) Job titles for managing not-to-exceed rates
- 2) Hourly service fee for Prime Contractor
- 3) Service level agreement with Prime Contractor
- 4) Performance standards for Subcontracting Vendors (who will actually provide IT services)
- 5) User Interface for managing requests and fulfillment
- 6) Invoice and timesheet procedures
- 7) CBE participation requirements
- 8) Contract transition requirements to ensure continuation of services

### **C.3 Requirements**

The Prime Contractor shall meet the following requirements and tasks as a part of the scope of work. The District will assign a Contracting Officer's Technical Representative (COTR) to work with the Prime Contractor to provide assistance and oversight.

#### **C.3.1 STAFF AUGMENTATION PROCEDURES**

- C.3.1.1 The Prime Contractor shall subcontract with vendors to provide ITSA Resources on demand to the District, subject to the terms of this contract and subject to resume submission, evaluation, and selection by a Program Manager.
- C.3.1.2 The Prime Contractor shall provide an ITSA web-based application for District managers to request Resources and Subcontracting Vendors to respond with resume submissions. The application must be able to interface with PASS, the District's electronic procurement system built on Ariba Buyer 8.2.
- C.3.1.3 A Program Manager with an IT staff augmentation need will prepare a staffing request to identify the job title, level, and technology required, and will attach a specific statement of work to be performed, including any selection and ranking requirements. The Program Manager may specify a response deadline, but the default response deadline shall be 3 business days.
- C.3.1.4 The Prime Contractor shall acknowledge the staffing request (as specified in the service level agreement in Section C.3.4 and work with the Program Manager to clarify any ambiguities or to resolve any issues with the request.
- C.3.1.5 The Prime Contractor will notify all Subcontracting Vendors who have registered to supply Candidates in the requested category. The notification will include a deadline to respond.
- C.3.1.6 The Prime Contractor shall require Subcontracting Vendors who respond to the Prime Contractor's staffing request to submit, using the Candidate Request Application, the Candidate's name, resume, and hourly rate not to exceed the rate cap set forth in this contract for the Job Category, Level, and Technology requested by the Program Manager. , The Prime Contractor shall not accept more than one Candidate by a Subcontracting Vendor for each request.
- C.3.1.7 The Prime Contractor will review submitted Candidates and their resume to ensure that the Candidate is acceptable (i.e., the Candidate meets minimum objective qualifications as requested by the Program Manager), and that the Subcontracting Vendor is in good standing with the District according to the terms of the contract. If a single Candidate is submitted by more than one Subcontracting Vendor, that Candidate shall be disqualified for the staffing request and will be rejected back to all Subcontracting Vendors submitting the Candidate.
- C.3.1.8 By the date of the response deadline, the Prime Contractor shall release to the Program Manager all acceptable Candidate names and resumes. If the total number of acceptable resumes is less than 10, the Prime Contractor may extend the response deadline to allow more time for response. The standard extension will be 2 days, but the Prime Contractor shall consult with the Program Manager to determine the appropriate extension period.
- C.3.1.9 The Program Manager will review the submitted resumes and use procedures of the Program Manager's own choosing to determine the suitability of the Candidates, including phone interviews or in-person interviews as desired. The Program Manager will also consider the proposed hourly rate in order to get the best Candidate at the best value. The Program Manager may select a submitted Candidate to award, reject all Candidates and reissue the staffing request, or cancel the staffing request.
- C.3.1.10 If the Program Manager selects a Candidate and the Candidate agrees to be placed as a Resource under this contract, the Program Manager will issue an award authorization and PASS purchase order number in the web tool. The Prime Contractor shall not permit the Resource to begin work without a valid purchase order number issued to the Prime

Contractor by the District.

- C.3.1.11 Resources shall submit weekly timesheets online in PASS, which will follow an approval flow that includes the Program Manager.
- C.3.1.12 The Prime Contractor shall submit monthly invoices online in PASS through the Ariba Supplier Network for any work done on each active purchase order for that month. The District will use PASS and its automated three-way matching to generate payments to the Prime Contractor. The District may pay the Prime Contractor using electronic funds transfer.
- C.3.1.13 The District reserves the right to hire a Resource at any time without any additional charge to the District.

**C.3.2 JOB TITLES**

The following table defines the job categories, levels, and broad definitions to be used by Program Managers, Prime Contractor, and Subcontracting Vendors to request and provide Resources.

<b>Job Category</b>	<b>Level</b>	<b>Experience</b>	<b>Specific Titles</b>	<b>Job Functions</b>
Business Analyst	1	0-2 years Works under supervision of lead	Business Analyst, Requirements Analyst, Data Analyst, Report Designer, GIS Analyst, GIS Technician, PeopleSoft Analyst, Security Analyst, Compliance Analyst, Forensics Analyst, Telecom Analyst, Financial Analyst	Meets with customer and reads designs and uses software tools to gather requirements, analyze needs, identify risks, propose designs, write documentation, and carry out financial analysis.
	2	2-4 years Limited supervision		
	3	4-7 years		
	4	8-12 years	Senior [Business Analyst specific title]  Senior Consultant, PeopleSoft SME, Site Acquisition Consultant	
	5	12+ years		
Technical Writer	1	1-3 years	Technical Writer, Web Editor, Graphic Designer, GUI Editor, Grant Writer	Creates, edits, or designs content, such as documentation, designs, web pages, publications, presentations, reports, or graphics.
	2	4-7 years		
	3	8+ years	Senior [Technical Writer title], Lead [Technical Writer title], Documentation Lead	
Trainer	1	1-7 years	Software Trainer	Creates training materials, delivers training, and manages training program.
	2	8+ years	Senior Software Trainer Training Lead	
Quality Assurance	1	1-3 years	Tester, QA Analyst	Software testing and quality assurance through script writing, execution, and tracking.
	2	4-7 years		
	3	8+ years	Senior Tester, Senior QA Analyst, Test Team Lead, QA Consultant	
Administrative Support	1	1-7 years	Project Administrator, Administrative Assistant, Payroll Assistant, Financial Assistant	Administrative support functions, including data entry, plan tracking, and basic task assignments.
	2	8+ years	Project Coordinator	

<b>Job Category</b>	<b>Level</b>	<b>Experience</b>	<b>Specific Titles</b>	<b>Job Functions</b>
Project Manager	1	1-3 years	Project Manager, Deliverables Manager, QA Manager, Implementation Manager, Customer Support Manager, Critical Event Manager, Technical Project Manager, Wireless Manager, Network Operations Manager, Construction Manager, Facilities Improvement Manager	Manages functional teams, technical teams, budgets, vendor/client relationship, and work plans for development projects, implementations, network functions, or support services. Identifies and manages risk. Reports status to executives.
	2	4-7 years	Senior [Project Manager title]	
	3	8+ years	Program Manager, Engagement Manager	
Architect	1	1-7 years	Technical Architect, Data Warehouse Architect, Network Architect	Designs and builds databases, data warehouses, or networks, including data acquisition, conversion, and interfaces. Optimizes organizational goals through enterprise standards.
	2	8+ years		
Database Administrator	1	1-3 years	DBA, GIS DBA, Data Warehouse Administrator, BusinessObjects Administrator	Database management through maintenance of data dictionaries, data models, performance tuning. Coordinates database changes and tests.
	2	4-7 years		
	3	8+ years	Senior [DBA title]	
System Administrator	1	1-3 years	Search Engine Administrator, Application Administrator, System Administrator, GIS System Administrator, Active Directory Administrator, Server Administrator, UNIX Administrator, NMS Administrator	Installs, configures, and supports an application, system, or network (LAN, WAN, etc.) Monitors applications for availability and performance. May carry out security analysis or implement security measures.
	2	4-7 years		
	3	8+ years	Senior [System Administrator title], [System Administrator title using Engineer in place of Administrator]	Engineer label reserved for certifications.
Developer	1	1-2 years	Web Developer, .NET Developer, GIS Web Developer, GIS Desktop Developer, PeopleSoft Developer	Translates requirements into code or configuration using software tools/integrated development environments (IDEs).
	2	3-7 years		
	3	8-11 years		
	4	12+ years or certification	Senior [Developer title], [Developer title using Engineer in place of Developer], Developer Lead, Technical Lead	Engineer label reserved for certifications.
Network Technician	1	1-3 years	Network Technician, LANdesk Technician, Wireless Technician, NOC Analyst	Installs networks and network technologies. Assesses configurations and recommends products based on
	2	4-7 years		

<b>Job Category</b>	<b>Level</b>	<b>Experience</b>	<b>Specific Titles</b>	<b>Job Functions</b>
Network Engineer	3	8+ years	Network Engineer, LANDesk Engineer, Backup Engineer, Firewall Engineer, Security Engineer, Anti-Virus Engineer, SAN Engineer, VPN Engineer, Wireless Engineer	specifications. Configures equipment and software, trains others, and documents solutions Assists with network design. Experienced n technical services and administration (DHCP, DNS, routers, firewall, etc.).
Customer Support	1	1-3 years	Dispatcher, Support Technician, Application Technician, Field Support Technician, Voice Field Technician	Provides customer or technical support by collecting trouble tickets, analyzing issues, carrying out solutions, escalating issues, and tracking to completion.
	2	4-7 years		
	3	8+ years	Customer Support Lead	

### C.3.3 TECHNOLOGY TYPES

C.3.3.1 Program Managers will identify the main technology or skill that applies to their placement requests.

C.3.3.2 Each technology or skill belongs to a Technology Type, which identifies the market premium or discount that is appropriate to the particular placement for the job category, according to the definitions in the following table:

<b>Technology Type</b>	<b>Definition</b>
Legacy	Technologies or skills that are mature and long-lasting in the market place. There is generally a higher supply and lower demand for people with the technologies or skills.
Core	Technologies or skills that are currently commonly found in the marketplace. There is generally an average supply and demand for people with these technologies or skills.
Emerging	Technologies or skills that are new or specialized in the marketplace. These may involve a unique or high level of technical complexity. There is generally a higher demand and a lower supply for people with these technologies or skills.

C.3.3.3 The following table defines the technology examples for each technology type that will be used for this contract.

<b>Technology Type</b>	<b>Technology Examples</b>
Legacy	4GL programming with PL/SQL, AS/400, CICS, COBOL, Database–mainframe, DB2, DC/DB2, GIS-Digitizing/Scanning/Data Collection, IMS DB/DC, ListServ, Performance Monitoring–mainframe, SAS, SMS & AIX Platform, TSO, Unisys, Visual FoxPro, Visual Source Safe, PowerBuilder, NATURAL & ADABAS, MS Visio, process modeling, MS PowerPoint, MS Excel

Core	.Net, Visual Studio .Net, ASP.Net, ASP, CADD, Checkpoint Firewall, Cisco, Client Server OS, Cold Fusion, Database - Client Server, DSF, Encryption, Flash, FormWare, GIS - Programming/Analytical (C/S, Web-Deployment), ESRI, ARINFO, Host Publishing, Imaging Systems (Onbase, Key File, Info Image), Intelligent Transportation Systems (ITS) (Traffic congestion, weather monitoring, programmable signing, pavement sensing, etc.), IQU+1, ISA, Java, JavaScript, JSP, LAN/WAN Support, Lotus Domino, MS ActiveX, MS Access, MS Front Page, MS Project, SQL Server, Netegrety Siteminder, Oracle, Performance Monitoring – C/S, PL/SQL, Visual Basic, Remedy, Security (encryption), Web (Visual Source Safe, Accessibility Standards (ACC Verify, MacroMedia, 506), DreamWeaver, & Homesite, Photoshop, Fireworks, Paint Shop Pro), SOAP, Windows XP, XML (XML, Spy, Data Base Schemas & support, & XSLP), Database - Mixed Platform, Servlets, Reporting Tools (e.g., Crystal), OmniPage ProTesting Tools (LoadRunner/WinRunner), Accessibility Standards (ACC Verify, MacroMedia, ITB 508), Adobe Acrobat, C/C#, Com/ Com+/DCOM, Data Modeling, SQL, Capacity Planning, Business Process Reengineering, Joint Application Development/Rapid Application Development
Emerging	Sightline, Cognos, Data Center (Unisys OEM), data warehouse, EC/EDI, FileNet, GIS – Infrastructure, SAP/PeopleSoft any ERP, SMS 2003, Websphere/MQ Series, Analytical & Technical Architecture (Business Process Mapping w/UML, Enterprise Architect .Net Microsoft, & Enterprise Architect Sparxsystems), Middleware (Open Distributed Transaction Integrator (ODTI, Unisys), WebMethods 6.1, publish Subscribe, Data Transformation, Asynchronous Messaging, & Trading Networks suite, Tivoli, Veritas, Business Process Management (complete suites of tools for managing business processes & automated systems supporting those processes.)

- C.3.3.4 The Prime Contractor shall use the technology examples as set forth in C.3.3.3 to formulate their initial not-to-exceed rates as specified in section B.2.2 of this document, where each Technology Type is matched to a Job Category and Level to establish a CLIN. *For example*, the job category for Business Analyst 1 has three CLINs, one for each Technology Type: Emerging Business Analyst 1 [CLIN 0002], Core Business Analyst 1 [CLIN0038], and Legacy Business Analyst 1 [CLIN0074].
- C.3.3.5 The Prime Contractor shall review the classifications with the District at least quarterly and recommend changes as needed to ensure that staffing requests are met with appropriate pricing categories.
- C.3.4 SERVICE LEVEL AGREEMENT
- C.3.4.1 This contract establishes the required service levels in the chart in section C.3.4.3.
- C.3.4.2 All references to elapsed time refer to hours, days, or weeks that the District is open for business, from 8:00 am until 6:00 pm. Evenings, weekends, holidays, and any other official closures will not be counted towards elapsed hours or days.
- C.3.4.3 Resumes must meet minimum objective qualifications as set forth in section C.3.1.3 in order to count as a submission to the District.

<b>Service Levels</b>					
<b>Metric</b>	<b>Goal</b>	<b>Target</b>	<b>Description</b>	<b>Calculation</b>	<b>Review</b>
1. Web Application Availability	N/A	99.9% or higher	Measures time the staffing request application is available for customer and vendor use	Time application is available / total time application is expected to be available	Monthly
2. Request confirmation response time	4 hrs	95% or higher	Measures ability to confirm request promptly	Number of requests which received confirmation within 4 hours / total number of requests	Monthly
3. Submission response time, normal request	3 days	92% or higher	Measures ability to meet response deadline for minimum set of resumes	Number of requests which received minimum set of submissions for review within 3 days / total number of requests	Monthly
4. Normal fill rate	N/A	92% or higher	Measures ability to fulfill requests: Indicates how many requests are open	Total number of filled positions at month end / total number of requests at month end	Monthly
5. Normal round 1 fill rate	N/A	80% or higher	Measures Prime Contractor's ability to satisfactorily fulfill requests within first round of resumes submitted to requestor (normal requests)	Total number of filled positions resulting from the first round of resumes / total number of requests filled	Monthly
6. Submission response time, urgent request	1 day	92% or higher	Measures average response time from receipt of urgent request to delivery of first resume	Number of urgent requests which received any submissions for review within 24 hours / total number of urgent requests	Monthly
7. Urgent fill rate	N/A	92% or higher	Measures Prime Contractor's ability to fulfill requests: Indicates how many requests are open	Total number of urgent filled positions at month end / total number of urgent requests	Monthly
8. Urgent round 1 fill rate	N/A	90% or higher	Measures Prime Contractor's ability to fulfill requests within first round of resumes submitted to requestor (urgent requests)	Total number of urgent filled positions resulting from the first round of resumes / total number of urgent requests filled	Monthly

<b>Service Levels</b>					
<b>Metric</b>	<b>Goal</b>	<b>Target</b>	<b>Description</b>	<b>Calculation</b>	<b>Review</b>
9. Attrition rate	N/A	8% or lower	Measures Resource turnover due to unplanned situations which are not caused by DC, not including inadequate performance, death, serious illness.	Number of unplanned turnovers / total number of Resources	Monthly
10. Resource removal	N/A	5% or lower	Measures Resource turnover due to inadequate Resource performance	Number of turnovers (due to inadequate performance) / total number of Resources	Monthly
11. Invoice submission	N/A	100%	Measures submission of invoices by the monthly deadline	Yes if invoice received by monthly deadline	Monthly
12. Invoice accuracy	N/A	95% or higher	Measures accuracy of monthly invoices submitted by Prime Contractor	Number of invoice lines approved without rejection / total number of invoice lines submitted for the month	Monthly
13. Timesheet submission	N/A	95% or higher	Measures submission of timesheet by contracted Resource by the weekly deadline	Number of timesheets submitted on time / total number of Resources on an active contract	Monthly
14. Timesheet accuracy	N/A	90% or higher	Measures accuracy of timesheets submitted by contracted Resource	Number of timesheets approved without rejection / total number of timesheets submitted during month	Monthly
15. Sales report submission	N/A	100%	Measures submission of sales report and administrative fee by monthly deadline	Sales report and administrative fee received by monthly deadline	Monthly
16. Sales report accuracy	N/A	100%	Measures financial accuracy of monthly sales report submitted	Number of lines reported without monetary error / total number of lines reported on monthly report	Monthly

Service Levels					
Metric	Goal	Target	Description	Calculation	Review
17. Customer satisfaction	N/A	3.0 or higher, no 0 scores	Measures customer satisfaction with placed Resources. Survey will highlight positive and negative points about the Prime Contractor's processes and Resources in order to identify areas for improvement. The District will review and include overall results as part of the scorecard.	Average of customer survey responses rated 0 (unsatisfactory) to 4 (excellent), with no unsatisfactory ratings	Quarterly

C.3.4.4 At the end of each quarter, the Prime Contractor shall be measured against all 16 monthly metrics (which equals 48 metrics for the quarter) and 1 quarterly metric. If the Prime Contractor fails to meet metrics, the Hourly Service Fee shall be reduced for the next quarter as follows:

Number of Metrics Met in Quarter	Reduction of Hourly Service Fee for Next Quarter
46-49	0%
42-45	5%
38-41	10%
34-37	15%
30-34	20%
Fewer than 30	25%

C.3.4.5 In addition to the service levels in C.3.4.3, this contract establishes minimum acceptable service levels for areas deemed to be critical to the success of the services provided under this contract in the chart below. These critical service levels are similar to those found in the service level chart in C.3.4.3, but are set at a reduced target in order to specify the minimum acceptable level.

Critical Service Levels					
Critical Metric	Goal	Target	Description	Calculation	Review
1. Web Application Availability	N/A	98% or higher	Measures time the staffing request application is available for customer and vendor use	Time application is available / total time application is expected to be available	Monthly
2. Resume response time, normal request	5 days	90% or higher	Measures ability to meet response deadline for minimum set of resumes	Number of requests which received minimum set of resumes for review within 5 days / total number of requests	Monthly
3. Normal fill rate	N/A	50% or higher	Measures ability to fulfill requests: Indicates how many requests are open	Total number of filled positions at month end / total number of requests which have been placed at month end	Monthly

C.3.4.6 Failure to meet one or more of the above critical service levels will require the Prime Contractor to apply a percentage reduction to its Hourly Service Fee per the below chart for the month following the quarter of unacceptable performance. If, in addition to the reduction outlined in this section, there are any reductions in the Hourly Service Fee due to the requirement outlined in section C.3.4.3, the Prime Contractor shall reduce the Hourly Service Fee by adding the percentage in section C.3.4.4 to the percentage corresponding to the number of critical metrics met in the chart below.

<b>Number of Critical Metrics Met in Quarter</b>	<b>Reduction of Hourly Service Fee for Next Quarter</b>
3	0%
2	25%
1	50%
0	75%

C.3.4.7 If the Prime Contractor fails to meet any of the above critical service levels, the District will allow the Prime Contractor to demonstrate, after each month, the performance deficiencies which the Prime Contractor has corrected. After the District has determined that the performance deficiencies to be corrected, the Prime Contractor may resume charging its normal Hourly Service Fee, less any reductions required by section C.3.4.4. The Prime Contractor shall not have the ability to demonstrate corrected performance of the service levels defined in section C.3.4.3 on a monthly basis since the District will only review those only on a quarterly basis.

*For example*, if the Prime Contractor only meets 44 of the 49 quarterly metrics and 2 of the 3 critical metrics, the Prime Contractor would have to reduce the Hourly Service Fee by 30% for the following month (5% + 25%). The Prime Contractor would, after one month, have an opportunity to demonstrate that the missed critical metric was met in that month. If the District agrees that the metric was met, the Prime Contractor may then resume billing the Hourly Service fee less 5%. The Prime Contractor must continue to bill the fee less 5% until the District conducts the next quarterly review.

C.3.4.8 If the District determines that a Resource lacks necessary qualifications or demonstrates an inability to perform the work requested, the Prime Contractor shall remove and replace the Resource immediately at no cost to the District for the time worked by the original Resource.

C.3.4.9 The Prime Contractor shall bill its Hourly Service fee to the District only if Resources have provided services to the District in that month.

C.3.4.10 The District may unilaterally reject any Candidate and cancel a request for Candidates at any time.

**C.3.5 CBE VENDOR PARTICIPATION REQUIREMENTS**

C.3.5.1 The District requires the Prime Contractor to pay to the CBE Subcontracting Vendors 95% of the total dollars paid by the District to the Prime Contractor under this contract, not including the Hourly Service Fee paid to the Prime Contractor.

C.3.5.2 The Prime Contractor shall ensure that CBE Subcontracting Vendors always have the first opportunity to respond to a Candidate Request.

**C.3.6 SUBCONTRACTING VENDOR AGREEMENTS**

C.3.6.1 The Prime Contractor shall prepare a Subcontracting Vendor agreement to govern the relationship with the Subcontracting Vendor. The agreement shall bind the Subcontracting Vendor to the terms of the ITSA agreement, including procedures for participation, not-to-exceed hourly rates by job category, and background checks. Before the Prime Contractor and Subcontracting Vendor enter into the Subcontracting Vendor Agreement, the Prime Contractor shall submit the template Subcontracting Vendor Agreement for approval by the

District.

C.3.6.2 The Prime Contractor shall allow all CBE vendors who are willing to meet the terms of the Subcontracting Vendor agreement to participate in the Subcontracting Vendor network. Once the initial Subcontracting Vendor network has been assembled, the Prime Contractor shall continue to accept new applications as they are submitted.

C.3.6.3 The Subcontracting Vendor Agreement shall include performance standards to which the Subcontracting Vendors must adhere.

### C.3.7 SUBCONTRACTING VENDOR PERFORMANCE STANDARDS

C.3.7.1 The Prime Contractor shall be responsible for monitoring and evaluating against a set of performance standards approved by the District., on a quarterly basis, the performance of Subcontracting Vendors

C.3.7.2 The Prime Contractor may at its sole discretion discontinue participation by Subcontracting Vendors that fail to meet performance standards in their Subcontracting Vendor agreement.

C.3.7.3 The Prime Contractor shall provide quarterly performance reviews to the District and provide advice to Subcontracting Vendors to assist them with meeting their performance standards.

C.3.7.4 Performance standards shall include the following categories:

- 1) Participation: Does the Subcontracting Vendor participate actively in the program by submitting Candidates for placement?
- 2) Quality: Does the Subcontracting Vendor submit quality Candidates that get interviewed?
- 3) Placement: Does the Subcontracting Vendor have Candidates placed?
- 4) Customer Satisfaction: Does the Subcontracting Vendor maintain quality standards for Candidates and placed Resources?
- 5) Compliance: Does the Subcontracting Vendor comply with all contract terms, including timesheet submission, reporting, and vendor registration?

### C.3.8 RESOURCE EXTENSIONS

The Prime Contractor shall accept any extension of a Resource's services beyond the initial term of a Resource's purchase order provided that the District issues a purchase order for such an extension.

### C.3.9 CANDIDATE REQUEST APPLICATION

C.3.9.1 The Prime Contractor shall provide a web application (hereinafter the Candidate Request Application) that manages the candidate request process among the District, the Prime Contractor, and Subcontracting Vendors. The Candidate Request Application shall have the following features:

- 1) Program Managers will select a specific job title, level, and multiple technologies or skills, The Candidate Request Application will derive the job category and technology type that applies to the candidate request.
- 2) Program Managers can upload a document and/or use a free-form text field that specifically describes the required skill set.
- 3) Program Managers can select a response deadline or accept the default value.
- 4) Subcontracting Vendors can maintain their contact information, including email addresses for multiple request handlers.
- 5) Subcontracting Vendors can register to be notified of staffing requests in specific job categories.
- 6) Program Managers and Subcontracting Vendors can view active and closed requests, with a variety of filters by agency, requester, job category, response deadline, and request status.
- 7) Candidate requests can be tracked throughout the life cycle of the request, with support for the PASS requisition number; status of the request (e.g. open, closed, awarded, canceled); responses to the request; hourly rate, Hourly Service Fee, and status of

Candidate resume submissions (e.g. disqualified, acceptable, interviewed, awarded); and PASS purchase order number.

C.3.9.2 The Prime Contractor shall provide a web performance management reporting application, which may be a part of the Candidate Request Application or may be a separate web application. The reports will show the following information for Subcontracting Vendors:

- 1) Quarterly scores for each performance category as set pursuant to section C.3.7.
- 2) Raw data supporting the scores
- 3) Overall rankings compared to other Subcontracting Vendors
- 4) Explanation of the scoring methodology
- 5) A method of inquiring about the meaning or accuracy of the reports

### C.3.10 BACKGROUND CHECK REQUIREMENTS

C.3.10.1 The Prime Contractor shall, at no additional charge to the District, arrange for a background check for each of the Candidates that will provide services to the District under this contract after the Program Manager has selected a Candidate, but prior to the District issuing a purchase order for the Candidate's services.

C.3.10.2 The Prime Contractor shall maintain a methodology of screening Candidates using background checks to verify and validate:

- 1) Criminal record at local, state, and federal levels
- 2) Education record – degrees and certifications
- 3) Professional credentials
- 4) Personal references
- 5) Military record
- 6) Credit Reports
- 7) Social Security traces

C.3.10.3 Before the District issues a purchase order for services, the Prime Contractor shall provide written confirmation to the Program Manager that the background checks have been conducted. If, according to the Prime Contractor's screening methodology, the Prime Contractor determines that the Resource is ineligible to provide services to the District, the Prime Contractor shall notify the Program Manager. The Program Manager may then select another Candidate, reissue the staffing request, or cancel the staffing request.

C.3.10.4 Certain agencies may have additional background or security checks required before entry to government buildings or access to information is granted. These additional requirements will be communicated by the District during the Candidate request process.

### C.3.11 START-UP PERIOD AND PROJECT PLAN

The Prime Contractor shall have a Subcontracting Vendor network and have implemented the Candidate Request Application detailed in section C.3.9 within 8 weeks of award, allowing the District to publish its first Candidate request within 8 weeks from the date of award.

### C.3.12 DETAILED CANDIDATE REQUEST APPLICATION IMPLEMENTATION APPROACH AND PROJECT MANAGEMENT

C.3.12.1 The Prime Contractor shall submit a detailed project plan for the implementation of the Candidate Request Application. The document should include a comprehensive plan for rolling out the software tool, recruiting Subcontracting Vendors, and training Program Managers on the procedures for using the Candidate Request Application. Specific areas within the project plan shall include:

- 1) Software tool development, testing, and implementation
- 2) Recruitment of Subcontracting Vendor network
- 3) Testing (UAT, Connectivity)
- 4) Training

- 5) Documentation
  - 6) Functional Requirements Gathering
  - 7) Change Management
- C.3.12.2 The Prime Contractor shall include any tools, methodologies, and/or best practices in the Prime Contractor's approach within the project plan.
- C.3.12.3 The project plan shall include tasks, work breakdown structure, completion dates, milestones, resource staffing, resource allocation, estimated hours versus elapsed time supporting the start-up of ITSA. The project plan is due to the District within one week from the date of award.
- C.3.12.4 The Prime Contractor shall manage and coordinate communications among the primary process partners (Program Managers, Subcontracting Vendors, COTR). The nature of this contract will require the Prime Contractor to work with many vendors doing business with the District in order to recruit their participation and orient them to the proper procedures. In addition, communications with the primary process partners defined above will be vital to update and obtain sign-offs. This communication requirement includes activities such as weekly status reports and meetings, and project plan updates.
- C.3.12.5 The Prime Contractor shall collect the District's specific functional requirements for the Candidate Request Application. The Prime Contractor shall submit the functional requirements to the District within 2 weeks of the date of award.
- C.3.13 TESTING**
- C.3.13.1 The Prime Contractor shall conduct and complete all testing for the ITSA software tool. The Prime Contractor shall provide the application environments needed to carry out testing. The Prime Contractor shall submit a Test Plan within 2 weeks of the award date.
- C.3.13.2 The Prime Contractor shall complete all testing within 7 weeks of the award date.
- C.3.14 TRAINING**
- C.3.14.1 The Prime Contractor shall create training materials for the ITSA contract. All training materials shall be prepared with District-specific screenshots and instruction sets. The Prime Contractor shall submit to The District all training materials for approval.
- C.3.14.2 The Prime Contractor shall create and deliver training sufficient to educate the user community on the use of the new ITSA contract. The Prime Contractor shall provide classroom training for up to 50 users from the District to be trained. The Prime Contractor may use training methods such as computer-based training (CBT), classroom training, virtual classrooms, wiki pages and podcasts, or other methods with a proven success record. The Prime Contractor shall submit the training plan as part of the Project Plan, which shall be approved by the District. The Prime Contractor shall provide any software and hardware necessary to provide training. The District may make available to the Prime Contractor District facilities (such as the OCTO podcast studio or training classrooms).
- C.3.14.3 The Prime Contractor shall train the Subcontracting Vendors to use the Candidate Request Application. The Prime Contractor may use different methods of providing training to the Subcontracting Vendors than the methods used for District users, but the Prime Contractor shall provide a unified approach to assure that common materials are leveraged across all training. The Prime Contractor shall conduct training sessions for up to 200 Subcontracting Vendor representatives on the use of the Candidate Request Application.
- C.3.15 TECHNICAL DOCUMENTATION**
- The Prime Contractor shall create a policy and procedures manual to manage the relationship with Subcontracting Vendors and with Program Managers.
- C.3.16 POST-IMPLEMENTATION SUPPORT**
- The Prime Contractor shall provide post-implementation functional support for the duration of

the contract. The Prime Contractor shall provide up to 4 weeks of on-site support if needed by the District and ongoing help desk support for use by any Candidate Request Application user for the duration of the contract.

## **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.

## **E ACCEPTANCE AND INSPECTION**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number 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.

## **F CONTRACT TERM AND DELIVERABLES**

### **F.1 Term of Contract**

The term of the contract shall be for a period of one year from date of award.

### **F.2 Option to Extend the Term of the Contract**

#### **F.2.1 OPTION EXERCISE**

F.2.1.1 The District may extend the term of this contract for a period of four, one-year option periods, or successive fractions thereof, by written notice to the Prime Contractor before the expiration of the contract; provided that the District will give the Prime 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 Prime 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.2.1.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.1.3 The price for the option period shall be as specified in the contract.

F.2.1.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

#### **F.2.2 NOT-TO-EXCEED RATE ADJUSTMENTS**

Sixty days prior to the expiration of the contract, the Prime Contractor shall submit to the Contracting Officer in writing, any proposed adjustments to the not-to-exceed hourly rate pricing for District approval for the next option year, based on the percentage change of labor category rates from the beginning of the current contract year to the most recent date that data are available as contained in the Economic Research Institute's Salary Assessor and Geographic Assessor databases. The Prime Contractor shall provide to the District a mapping of the District Labor Categories to ERI's labor categories. The Prime Contractor shall be procure and maintain, at no additional charge to the District, any ERI subscriptions necessary to develop the proposed adjustments.

### **F.3 Deliverables**

#### **F.3.1 ITSA CONTRACT DELIVERABLES**

The following deliverables are required during the initial implementation of the ITSA contract as described in Section C and thereafter. Due Dates are calculated from the award date.

<b>Del. #</b>	<b>Deliverable</b>	<b>Qty</b>	<b>Format &amp; Method of Delivery</b>	<b>Cross-Ref.</b>	<b>Due Date (from award)</b>
1	Project Plan	1	MS Word & Project; approved hard & soft copy	C.3.12.1	1 week
2	Candidate Request Application Functional Requirements	1	MS Excel; approved hard & soft copy	C.3.12.5	2 weeks
3	Test Plan	1	MS Word & Project; approved hard & soft copy	C.3.13.1	2 weeks

4	Test Completion Report	1	MS Word; approved hard copy	C.3.13.2	6 weeks
5	Training Plan	1	MS Word & Project; approved hard & soft copy	C.3.12.1	2 weeks
6	Training Materials	1	MS Word approved hard copy. PDF, WMV files	C.3.14.1	3 weeks
7	Agency Training Completion	1	Classroom training and CBTs	C.3.14.2	7 weeks
8	Vendor Training Completion	1	Classroom training, CBTs, other methods.	C.3.14.3	7 weeks
9	Production Implementation Plan	1	MS Word & Project; approved hard & soft copy	C.3.12.1	2 weeks
10	Post-Production Support Plan	1	MS Word & Project; approved hard & soft copy	C.3.16	2 weeks
11	Production Live—Initial Staff Augmentation Request	1	Staffing request distributed in web application to Subcontracting Vendors	C.3.11	8 weeks
12	Policies and Procedures Manual	1	Hard copy and PDF format	C.3.15	8 weeks
13	Subcontracting Vendor Agreement Template	1	Hard copy and PDF format	C.3.6.1	3 weeks
14	Prime Contractor Performance Report	1	Hard copy and PDF format	C.3.4.4	Every 3 months
15	Subcontracting Vendor Performance Report	1	Hard copy and PDF format	C.3.7.3	Every 3 months
16	Not-To-Exceed Rate Change Proposal	1	Hard copy, PDF format, and ERI report	F.2.2	60 days prior to expiration of period
17	Subcontracting Vendor Plan	1	Hard copy and PDF format	M.4.7	7 weeks
18	Compliance Report	1	Hard copy and PDF format	M.4.8	21 <sup>st</sup> of every month.

### F.3.2 FIRST SOURCE AGREEMENT REPORT

The Prime 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 Prime Contractor does not submit the report as part of the deliverables, final payment to the Prime Contractor may not be paid.

## **G CONTRACT ADMINISTRATION DATA**

### **G.1 Invoice and Timesheet Procedures**

#### **G.1.1 OVERVIEW OF PROCEDURES**

The Prime Contractor shall be responsible for all timesheet and invoice submission for purchase orders issued under this agreement, using the following procedures.

- 1) Resources shall submit their own timesheets in PASS by Monday for the previous week's work. A surrogate from the Prime Contractor or the Subcontracting Vendor may enter the timesheet in cases of termination or vacation, where the Resource has confirmed the time worked and the surrogate is an approved PASS user.
- 2) The Program Manager will approve the PASS timesheet.
- 3) The Prime Contractor will invoice the purchasing agency on a monthly basis. If the online e-invoicing functionality ("PO flip") is available through the Ariba Supplier Network, the Prime Contractor shall use it.

#### **G.1.2 INVOICE PAYMENT**

**G.1.2.1** The District will make payments to the Prime Contractor, upon the submission of proper invoices, at the prices stipulated in the purchase order issued under this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2.2** The District will pay the Prime Contractor on or before the 30th day after receiving a proper invoice from the Prime Contractor.

#### **G.1.3 INVOICE SUBMITTAL**

**G.1.3.1** The Prime Contractor shall submit proper invoices on a monthly basis. If the online invoice ("PO flip") is available through the Ariba Supplier Network, the Prime Contractor shall use it.

**G.1.3.2** If PO flip is not available, the Prime Contractor shall prepare invoices for each purchase order in duplicate and submitted to the bill-to address as noted on the purchase order.

**G.1.3.3** The Prime Contractor may submit the invoice using electronic mail upon request of the ordering agency's Agency Fiscal Officer.

**G.1.3.4** To constitute a proper invoice, the Prime Contractor shall submit the following information on the invoice:

- 1) Prime Contractor's name, federal tax ID and invoice date (Prime Contractors shall date invoices as of the date of mailing or transmittal);
- 2) Contract number, purchase order number, and invoice number;
- 3) Job title, rate, number of hours, and the date(s) that the services were performed;
- 4) Other supporting documentation or information, as required by the Contracting Officer;
- 5) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 6) Name, title, phone number of person preparing the invoice;
- 7) Name, title, phone number and mailing address of person (if different from the person identified in item 6 above) to be notified in the event of a defective invoice; and
- 8) Authorized signature.

### **G.2 First Source Agreement Request for Final Payment**

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.5.1.5. 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.3 Assignment of Contract Payments**

- G.3.1.1 In accordance with 27 DCMR 3250, the Prime 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.3.1.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.3.1.3 Notwithstanding an assignment of contract payments, the Prime 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:
- G.3.1.4 Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to \_\_\_\_\_ (name and address of assignee).

### **G.4 The Quick Payment Clause**

#### **G.4.1 INTEREST PENALTIES TO CONTRACTORS**

- G.4.1.1 The District will pay interest penalties on amounts due to the Prime 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 service is made on or before the 15th day after the required payment date.
- G.4.1.2 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.4.2 PAYMENTS TO SUBCONTRACTORS**

- G.4.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Prime Contractor by the District for work performed by any Subcontracting Vendor under a contract:
  - 1) Pay the Subcontracting Vendor for the proportionate share of the total payment received from the District that is attributable to the Subcontracting Vendor for work performed under the contract; or
  - 2) Notify the District and the Subcontracting Vendor, in writing, of the Prime Contractor's intention to withhold all or part of the Subcontracting Vendor's payment and state the reason for the nonpayment.
  - 3) The Prime Contractor must pay any lower-tier Subcontracting Vendor or supplier interest penalties on amounts due to the Subcontracting Vendor 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 service is made on or before the 15th day after the required payment date.
- G.4.2.2 Any amount of an interest penalty which remains unpaid by the Prime Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the Subcontracting Vendor and thereafter interest penalties shall accrue on the added amount.
- G.4.2.3 A dispute between the Prime Contractor and Subcontracting Vendor relating to the amounts or entitlement of a Subcontracting Vendor 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.5 Contracting Officer (CO)**

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

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

## **G.6 Authorized Changes by the Contracting Officer**

- G.6.1.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.1.2 The Prime 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.6.1.3 In the event the Prime 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.7 Contracting Officer's Technical Representative (COTR)**

- G.7.1.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Prime 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 Contracting Officer will designate the COTR at the time of award.
- G.7.1.2 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.7.1.3 The Prime Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.8 Ordering Clause**

- G.8.1.1 Any supplies and services to be furnished under this contract must be ordered by issuance of purchase orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- G.8.1.2 All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.
- G.8.1.3 If mailed, a purchase order is considered "issued" when the District deposits the order in the mail. Purchase orders may be issued by facsimile or by electronic commerce methods.

G.8.1.4 Any Contracting Officer for an agency or other governmental entity using PASS is authorized to place purchase orders under this contract.

## **H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 *Hiring of District Residents as Apprentices and Trainees***

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:

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

### **H.2 *Department of Labor Wage Determinations***

The Contractor shall be bound by the Wage Determination No. 2005 – 2103, Revision No. 4 dated July 5, 2007, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 *Publicity***

- H.3.1.1 The Prime Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or Subcontracting Vendors, 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***

- H.4.1.1 The District of Columbia Freedom of Information Act, at DC 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 Prime 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 DC 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 Prime 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 Prime Contractor for the costs of searching and copying the records in accordance with DC Official Code §2-532 and Chapter 4 of Title 1 of the DC Municipal Regulations.

## **H.5 51% District Residents New Hires Requirements and First Source Employment Agreement**

- H.5.1.1 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.5.1.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:
- 1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
  - 2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.1.3 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.5.1.4 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.5.1.5 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.5.1.4 of this clause; or
  - 2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.1.4 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.5.1.6.
- H.5.1.6 The Contracting Officer may waive the provisions of section H.5.1.4 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.5.1.7 Upon receipt of the Prime Contractor's final payment request and related documentation pursuant to sections H.5.1.5 and H.5.1.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.1.4 or whether a waiver of compliance pursuant to section H.5.1.6 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.5.1.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.1.5, 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.5.1.8.

H.5.1.9 The provisions of sections H.5.1.4 through H.5.1.8 do not apply to nonprofit organizations.

## **H.6 *Americans with Disabilities Act of 1990 (ADA)***

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

## **H.7 *Section 504 of the Rehabilitation Act of 1973, as Amended***

During the performance of the contract, the Prime Contractor and its Subcontracting Vendors 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.*

## **H.8 *Ownership of Data within Candidate Request Application***

Pursuant to section I.5.2.1, the Prime Contractor shall provide upon request of the District any District data elements captured by the Prime Contractor in the Candidate Request Application in the format specified by the District. These data elements include but are not limited to, District user login activity, Candidate Requests made by Program Managers, Subcontracting Vendor responses, resumes, and Candidate hourly rates.

## **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 TERMS**

I.5.1.1 "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.5.1.2 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.5.1.3 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.5.1.4 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.5.2 RIGHTS

I.5.2.1 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.5.2.2 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:

- 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;
- 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;
- 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.5.2.3 The restricted rights set forth in section I.5.2.2 are of no effect unless

- 1) 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

- 2) 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.5.2.4 In addition to the rights granted in Section I.5.2.2 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.5.2.2 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.5.2.5 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.5.2.6 For all computer software furnished to the District with the rights specified in Section I.5.2.1, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.1.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.2.2, 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.5.2.7 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.5.2.8 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.5.2.9 Paragraphs I.5.2.2, I.5.2.3, I.5.2.4, I.5.2.7 and I.5.2.8 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 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.7 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.8 Pre-Award Approval**

- I.8.1.1 The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

- I.8.1.2 In accordance with DC Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract over one million dollars incurred within the 12-month period from the date of award.

## **I.9 Insurance**

The Prime Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Prime Contractor shall submit to the Contracting Officer a certificate of insurance giving evidence of the required coverage prior to contract award. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Prime Contractor shall require all Subcontracting Vendors to carry the insurance required herein, or Prime Contractor may, at its option, provide the coverage for any or all Subcontracting Vendors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Prime 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.

- 1) Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.
- 2) Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.
- 3) Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- 4) Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.
- 5) Errors and Omissions Liability Insurance, \$1,000,000 limits per claim.

## **J LIST OF ATTACHMENTS**

### **J.1 Attachments**

- J.1.1 WAGE DETERMINATION NO. 2005 – 2103, REVISION NO. 4 DATED JULY 5, 2007.
- J.1.2 LIST OF PASS AUTHORIZED DISTRICT AGENCIES

### **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
- J.2.5 STANDARD CONTRACT PROVISIONS

## **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**

The offeror, by checking the applicable box, represents that

It operates as:

a corporation incorporated under the laws of the State of: \_\_\_\_\_

an individual,

a partnership,

a nonprofit organization, or

a joint venture.

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**

K.6.1.1 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:
  - a. those prices
  - b. the intention to submit a contract, or
  - c. 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.

K.6.1.2 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 K.6.1.1 above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

As an agent, has not participated, and will not participate, in any action contrary to K.6.1.1 above.

K.6.1.3 If the offeror deletes or modifies subparagraph K.6.1.1 (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7 Tax Certification**

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

**K.8 Metropolitan Washington Council of Governments Rider Clause**

K.8.1 USE OF CONTRACT BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE

K.8.1.1 If authorized by the bidder, the resultant contract will be extended to any or all of the listed members as designated in section K.8.2 by the bidder to purchase at contract prices in accordance with contract terms.

K.8.1.2 Any member utilizing such contract will place its own order(s) with the successful Prime Contractor. There shall be no obligation on the part of any participating member to utilize the contract.

K.8.1.3 A negative reply will not adversely affect consideration of your bid/proposal.

K.8.1.4 It is the awarded vendor's responsibility to notify the members shown below of the availability of the Prime Contractor.

K.8.1.5 Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

K.8.1.6 The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

K.8.2 BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

Yes	No	Jurisdiction
		Alexandria, Virginia
		Alexandria Public Schools
		Arlington County, Virginia
		Arlington County Public Schools
		Bowie, Maryland
		Charles County Public Schools

	College Park, Maryland
	Culpeper County, Virginia
	District of Columbia
	District of Columbia Courts
	District of Columbia Public Schools
	D.C. Water & Sewer Authority.
	Fairfax, Virginia
	Fairfax County, Virginia
	Fairfax County Water Authority
	Falls Church, Virginia
	Fauquier City Schools & Government, VA
	Frederick County, Maryland
	Manassas Public Schools
	Gaithersburg, Maryland
	Greenbelt, Maryland
	Herndon, Virginia
	Loudoun County, Virginia
	Manassas, Virginia
	MD-National Capital Park & Planning Commission
	Metropolitan Washington Airports Authority
	Metropolitan Washington Council of Government
	Montgomery College
	Montgomery County, Maryland
	Montgomery County Public Schools
	Prince George's County, Maryland
	Prince George's Public Schools
	Prince William County, Virginia
	Prince William Public Schools
	Prince William County Service Authority
	Rockville, Maryland
	Spotsylvania County Schools
	Stafford County, Virginia
	Takoma Park, Maryland
	Vienna, Virginia
	Wash. Metro. Area Transit Authority
	Wash. Suburban Sanitary Comm.
	Winchester Public Schools

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

### **L.1 Contract Award**

#### **L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT**

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

#### **L.1.2 INITIAL OFFERS**

The District may award a contract 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**

The offeror shall provide one original and five copies of the written proposals, The offeror shall submit its proposal 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. In addition, the offeror shall provide copy of its proposal on a CD in Microsoft Word 2003 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-0135 IT Staff Augmentation".

The information requested below for the technical and price proposals shall form the basis for evaluation and source selection. The Offeror must provide a technical proposal that contains sufficient detail to provide a clear and concise representation of the requirements in Section C.

#### **L.2.1 PART 1 - TECHNICAL PROPOSAL**

##### **L.2.1.1 Description/demonstration of Candidate Request Application**

The offeror shall provide a complete description of the software tool to be used for the Candidate Request Application, including screenshots or video demonstrations that walk through each step of the placement cycle. Scenarios should also include exception scenarios where placements are not successful, requests are cancelled, or Resources must be removed. The offeror shall also provide a description of integration channels that will allow an interface with PASS to be created at a later date.

##### **L.2.1.2 Candidate Request Application Reports**

##### **L.2.1.3 The offeror shall provide sample reports from the software tool that will show how the offeror expects to meet service level agreements and to measure Subcontracting Vendor performance. The offeror shall also provide sample reports that will help the District manage ITSA activity and to meet its strategic goals of increasing the use of CBE vendors.**

##### **L.2.1.4 Sample Project Plan**

The offeror shall provide a sample project plan highlighting the major tasks of the upgrade including key milestones as part of the response to this solicitation. The project plan will show how the offeror plans to manage the scope and deliverables in order to meet requirements on an efficient and expedient schedule.

##### **L.2.1.5 Training Approach**

The offeror shall provide a high-level training plan showing how the offeror proposes to meet the training requirements for District users and Subcontracting Vendors of the Candidate Request Application.

L.2.1.6 Implementation Approach

The Prime Contractor shall provide their overall approach to the implementation of the Candidate Request Application as part of their response to this solicitation. The offeror's approach (as a response to this solicitation) does not have to be as detailed as the final Project Plan, but should summarize the offeror's approach and must include any tools, methodologies, and best practices that will be used throughout the project.

L.2.1.7 Experience of Offeror with Similar Projects

The offeror shall provide a detailed description of past experience with "similar projects" in which the offeror was a Prime Contractor or subcontractor. The District will determine if a past project is a "similar project" based on characteristics that include but are not limited to:

- 1) Implementation time and functionality of the application.
- 2) Number of entity relationships managed by the offeror.
- 3) Number of Resources placed during each year.

If an offeror proposes any subcontractors to provide services other than Resources (e.g., web application provider), the offeror shall provide a detailed description of the tasks assigned to the subcontractor, and the subcontractor's experience relevant to the tasks to be assigned to the subcontractor.

L.2.1.8 Qualifications of Management Personnel

The offeror shall provide a detailed description of the experience and qualifications of management personnel who will staff the project, including the project manager, technical lead, and functional lead. The offeror shall provide resumes for the named management personnel.

L.2.1.9 Offeror References

The offeror shall provide references from recent customers. If the offeror proposes a subcontractor (not including the Subcontracting Vendors who will provide ITSA resources), additional references for the subcontractor.

L.2.1.10 Background Check Methodology

The offeror shall provide a description of its screening methodology to meet the requirements of section C.3.10.

L.2.1.11 Representations, Certifications and Other Statements

- a. J.2.1 Equal Employment Opportunity
- b. J.2.3 First Source Employment Agreement
- c. J.2.2 Tax Certification Affidavit
- d. Section K – Certifications and Representations

L.2.2 PART 2 - PRICE PROPOSAL

L.2.2.1 Not-to-Exceed Hourly Rates by Job Category, Level, and Technology Type

The offeror shall provide a not-to-exceed (NTE) hourly rate for each cell in the matrix of Job Category, Level, and Technology Type provided in section B.2.1.3. The Not-To-Exceed hourly rate represents the maximum rate the District will pay to the Prime Contractor for services provided by Resources. The Not-To-Exceed hourly rate does not include the hourly

services fee calculated separately for the Prime Contractor's services.

L.2.2.2 Prime Contractor's Hourly Services Fee

The offeror shall propose an hourly services fee as described in section B.2.1 and B.3 through B.6.

L.2.2.3 Cost/Price Data and Certification

The Offeror shall complete and provide the Cost/Price Data and Certification provided in Attachment J.2.4

**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 the time and date specified on page 1 of the solicitation. 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:

- 1) 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;
- 2) 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
- 3) 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, Office of Contracting and Procurement, 441 4<sup>th</sup> Street NW, Suite 971 North, Washington, DC 20001, (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 of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Annie R. Watkins 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.6.1.1 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.6.1.2 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 Hourly Service Fee option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include Hourly Service Fee option year pricing. The Not-To-Exceed Rates will be modified on a yearly basis as set forth in section F.2.2.

#### **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     *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.15     *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. The Best and Final Offer acceptance period shall be for a period of 90 days from the due date of Best and Final Offers.

#### **L.16      *Legal Status of Offeror***

Each proposal must provide the following information:

- 1) Name, address, telephone number and federal tax identification number of offeror;
- 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
- 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.17      *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.18      *Standards of Responsibility***

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

- 1) Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- 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.
- 3) Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- 4) Evidence of compliance with the applicable District licensing and tax laws and regulations.
- 5) Evidence of a satisfactory performance record, record of integrity and business ethics.
- 6) Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- 7) Evidence of other qualifications and eligibility criteria necessary to receive an award

under applicable laws and regulations

If the prospective Prime 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 Prime Contractor to be nonresponsible.

## **L.19 Pre-Proposal Conference**

### **L.19.1 TIME, PLACE, AND PURPOSE**

L.19.1.1 A pre-proposal conference will be held at 10 a.m. on Tuesday, May 6, 2008 at 441 4<sup>th</sup> Street NW, Washington, DC 20001.

L.19.1.2 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.

### **L.19.2 QUESTIONS AND ANSWERS**

L.19.2.1 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.

L.19.2.2 All questions must be submitted in writing using the solicitation website following the close of the pre-proposal conference but no later than fifteen days prior to the closing date and time indicated for this solicitation

L.19.2.3 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.

L.19.2.4 Answers will be posted on the OCP website at <http://ocp.dc.gov>.

## **M EVALUATION CRITERIA**

### **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:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
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 subfactor 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 subfactor, the score for the subfactor is 4.8 (4/5 of 6). The subfactor scores will be added together to determine the score for the factor level.

#### **M.2.1 EVALUATION CRITERIA**

M.2.1.1 The scope of the ITSA contract requires a Prime Contractor that can perform implementation within 8 weeks and that can maintain good management relationships with the Subcontracting Vendor network and District agencies.

#### **M.2.2 EVALUATION CRITERION: RELATIONSHIP MANAGEMENT EXPERIENCE (25%)**

M.2.2.1 Offerors shall demonstrate, through its Implementation Approach document submitted as required by section L.2.1.6, their ability to manage staffing relationships among Program Managers, Subcontracting Vendors, and Resources assigned to roles at the requesting agency.

M.2.2.2 Offerors shall demonstrate their experience with management of staff augmentation agreements, and work with federal, state, and local government customers. The offeror's staff augmentation experience with commercial entities will also be considered, but government experience is preferred and will be evaluated higher. The experience should demonstrate their capacity to manage similar high-volume staff augmentation contracts.

M.2.2.3 Offerors shall demonstrate the experience of personnel to manage the contract and its implementation.

M.2.3 EVALUATION CRITERION: QUALITY OF SOLUTION, EASE OF USE (25%)

M.2.3.1 Offerors shall demonstrate the quality of the software proposed for the Candidate Request Application and its user interface. The software solution will be ranked on the following features:

- 1) Ease of use for Program Managers, requiring little or no training
- 2) Ease of use for Subcontracting Vendors, requiring little or no training
- 3) Quality of real-time, monthly, and quarterly reports
- 4) Flexibility to meet changing requirements
- 5) Ability to interface with PASS for award generation, invoice submission, contract tracking, and Resource history

M.2.4 EVALUATION CRITERION: IMPLEMENTATION (20%)

M.2.4.1 Offerors shall demonstrate the readiness of the software to be implemented within 8 weeks. Software that is already designed, developed, tested, and implemented in a production environment, or is a commercial off-the-shelf product similar in size and scope to the District's need will be evaluated highest.

M.2.4.2 Offerors shall demonstrate their ability to implement a Subcontracting Vendor network, including the completion of the following tasks within 8 weeks: recruit Subcontracting Vendors, invite vendors to vendor forums, negotiate signed Subcontracting Vendor agreements with Subcontracting Vendors, and enroll Subcontracting Vendors in the Candidate Request Application.

M.2.4.3 Offerors shall demonstrate their ability to manage a project implementation, including managing a project plan, training plan, testing plan, and change management plan within a rapid-deployment environment.

M.2.5 EVALUATION CRITERION: CONTRACT PRICE (30%)

The price will be evaluated as follows:

- 1) The total of the extended prices, derived by multiplying each not-to-exceed hourly rate by the Estimated Annual Quantity found in section B.2.2.2.
- 2) For purposes of evaluating price, the District will calculate the estimated extended Hourly Service Fee based on the District's assessment of its anticipated usage of this contract over a 12-month period. This calculation will be performed for the base period and all option periods and then totaled.
- 3) The sum of the totals derived in accordance with subparagraphs 1 and 2 will be the price of the proposal for evaluation purposes.
- 4) The following formula will be used to determine each offeror's evaluated price score:

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times \text{weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

**M.3 Evaluation of Prompt Payment Discount**

M.3.1.1 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.3.1.2 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.

## **M.4 Open Market Clauses with CBE Subcontracting Set-Aside (Supplies and Services)**

### **M.4.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", D.C. Official Code §2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

### **M.4.2 REQUIRED SUBCONTRACTING SET-ASIDE**

95% of the total dollar value of the work performed by the Subcontracting Vendors has been set-aside for businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any Prime Contractor responding to this solicitation shall submit within 7 weeks of award date, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

### **M.4.3 GENERAL PREFERENCES**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.4.3.1 Any Prime Contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.4.3.2 Any Prime Contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.4.3.3 Any Prime Contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.4.3.4 Any Prime Contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.4.3.5 Any Prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.4.3.6 Any Prime Contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP..

### **M.4.4 MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to

this RFP. There will be no preference awarded for subcontracting by the Prime Contractor with certified business enterprises..

#### M.4.5 PREFERENCES FOR CERTIFIED JOINT VENTURES

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

#### M.4.6 VENDOR SUBMISSION FOR PREFERENCES

M.4.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

- 1) Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- 2) Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.4.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.4.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### M.4.7 SUBCONTRACTING PLAN

Any Prime Contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 7 weeks of the award date, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- 1) A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- 2) A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- 3) The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- 4) The name of the individual employed by the Prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- 5) A description of the efforts the Prime Contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- 6) In all subcontracts that offer further subcontracting opportunities, assurances that the Prime Contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- 7) Assurances that the Prime Contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the

- Prime Contractor with the subcontracting plan;
- 8) List the type of records the Prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the Prime Contractor will make such records available for review upon the District's request; and
  - 9) A description of the Prime Contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

#### M.4.8 COMPLIANCE REPORTS

By the 21st of every month following the execution of the contract, the Prime Contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the Prime Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.4.8.1 The dollar amount of the contract or procurement;
- M.4.8.2 A brief description of the goods procured or the services contracted for;
- M.4.8.3 The name of the business enterprise from which the goods were procured or services contracted;
- M.4.8.4 Whether the subcontractors to the contract are certified business enterprises;
- M.4.8.5 The dollar percentage of the contract or procurement awarded to CBEs;
- M.4.8.6 A description of the activities the Prime Contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.4.2 and
- M.4.8.7 A description of any changes to the activities the Prime Contractor intends to make by the next month to achieve the requirements set forth in section M.4.2

#### M.4.9 ENFORCEMENT AND PENALTIES FOR WILLFUL BREACH OF SUBCONTRACTING PLAN

- M.4.9.1 If during the performance of this contract, the Prime Contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the Prime Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- M.4.9.2 In addition, the willful breach by a Prime Contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Prime Contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.