

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract Number DCTO-2008-R-0148	Page of Pages 1   56
2. Amendment/Modification Number M004		3. Effective Date 6/10/2008		4. Requisition/Purchase Request No.	
5. Solicitation Caption Ariba Implementation Modules					
6. Issued By: Office of Contracting and Procurement Information Technology Unit 441 4th Street, NW, Suite 930 South Washington, DC 20001			7. Administered By (If other than line 6) Office of Contracting and Procurement Information Technology Unit 441 4th Street, NW, Suite 930 South Washington, DC 20001		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X)	9A. Amendment of Solicitation No. DCTO-2008-R-0148
					9B. Dated (See Item 11) 5/12/2008
					10A. Modification of Contract/Order No.
					10B. Dated (See Item 13)
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Change					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  Modification M0004 revises Sections B thru Section M. Please see attachment.  RFP Due Date has been extended to July 7, 2008.  All terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Annie R. Watkins		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed  6/10/2008

# Office of Contracting & Procurement

## Implementation of PASS Modules

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

## **B.1 Base Deliverables**

### **B.1.1 INITIAL IMPLEMENTATION OF SOURCING (AS) AND CONTRACTS COMPLIANCE (ACC)**

<b>CLIN</b>	<b>Article/Service</b>	<b>Qty</b>	<b>Price</b>	<b>Ext. Price</b>
0001	Master Project Plan	1		
0002	ACC Functional Requirements	1		
0003	AS Functional Requirements	1		
0004	Master Test Plan	1		
0005	ACC System Test Completion Report	1		
0006	AS System Test Completion Report	1		
0007	ACC User Acceptance Test Completion Report	1		
0008	AS User Acceptance Test Completion Report	1		
0009	ACC Performance Test Completion Report	1		
0010	AS Performance Test Completion Report	1		
0011	Change Management Plan	1		
0012	Training Plan	1		
0013	ACC Training Materials	1		
0014	AS Training Materials	1		
0015	ACC Training Completion	1		
0016	AS Training Completion	1		
0017	Production Implementation Plan	1		
0018	Post-Production Support Plan	1		
0019	Technical System Documentation	1		
0020	ACC Production Live—Initial Contract Type	1		
0021	AS Production Live—Vendor Self-Registration	1		
0022	AS Production Live—First Procurement Published	1		
0023	AS Production Live—First Procurement Awarded	1		

## **B.2 Optional Deliverables**

### **B.2.1 OPTION 1: IMPLEMENTATION OF CONTRACTS WORKBENCH (ACW)**

<b>CLIN</b>	<b>Deliverable</b>	<b>Qty</b>	<b>Price</b>	<b>Ext. Price</b>
0024	ACW Master Project Plan	1		
0025	ACW Functional Requirements	1		
0026	ACW Master Test Plan	1		
0027	ACW System Test Completion Report	1		
0028	ACW User Acceptance Test Completion Report	1		
0029	ACW Performance Test Completion Report	1		
0030	ACW Change Management Plan	1		
0031	ACW Training Plan	1		
0032	ACW Training Materials	1		
0033	ACW Training Completion	1		
0034	ACW Production Implementation Plan	1		
0035	ACW Post-Production Support Plan	1		

0036	ACW Technical System Documentation	1
0037	ACW Production Live	1
0038	ACW License	1
0039	ACW Technical Support Services Fee (up to 5 yrs)	5

B.2.2 OPTION 2: IMPLEMENTATION OF CATEGORY MANAGEMENT (ACM)

CLIN	Deliverable	Qty	Price	Ext. Price
0040	ACM Master Project Plan	1		
0041	ACM Functional Requirements	1		
0042	ACM Master Test Plan	1		
0043	ACM System Test Completion Report	1		
0044	ACM User Acceptance Test Completion Report	1		
0045	ACM Performance Test Completion Report	1		
0046	ACM Change Management Plan	1		
0047	ACM Training Plan	1		
0048	ACM Training Materials	1		
0049	ACM Training Completion	1		
0050	ACM Production Implementation Plan	1		
0051	ACM Post-Production Support Plan	1		
0052	ACM Technical System Documentation	1		
0053	ACM Production Implementation	1		
0054	ACM License	1		
0055	ACM Technical Support Services Fee (up to 5 yrs)	5		

B.2.3 OPTION 3: ONSITE TECHNICAL CONSULTING SERVICES – OPTION YEAR 1

CLIN	Deliverable	Est. Hrs	Rate	Ext. Price
1001	Ariba Tech. Consultant (Developer)	1920		
1002	Ariba Tech. Consultant (Perf. Specialist)	1920		
1003	Ariba Tech. Consultant (Appl. Administrator)	1920		
1004	Ariba Tech. Consultant (Tier 2 Funct. Support)	1920		
1005	Ariba Tech. Consultant (Sr Bus. Consultant)	1920		
1006	Ariba Tech. Consultant (Functional Analyst)	1920		
1007	Ariba Project Manager	1920		

B.2.3.1 The District may choose to exercise any combination of hours and labor categories within an option period, in 500-hour increments.

B.2.3.2 These option periods will not be used to supplement the activities or complete deliverables in the base period or the ACW/ACM implementation options. Base period, ACW, and ACM implementation activities must be offered and delivered on a fixed-price basis.

B.2.4 OPTION 4: ONSITE TECHNICAL CONSULTING SERVICES – OPTION YEAR 2

CLIN	Deliverable	Est. Hrs	Rate	Ext. Price
2001	Ariba Tech. Consultant (Developer)	1920		
2002	Ariba Tech. Consultant (Perf. Specialist)	1920		

<b>CLIN</b>	<b>Deliverable</b>	<b>Est. Hrs</b>	<b>Rate</b>	<b>Ext. Price</b>
2003	Ariba Tech. Consultant (Appl. Administrator)	1920		
2004	Ariba Tech. Consultant (Tier 2 Funct. Support)	1920		
2005	Ariba Tech. Consultant (Sr Bus. Consultant)	1920		
2006	Ariba Tech. Consultant (Functional Analyst)	1920		
2007	Ariba Project Manager	1920		

**B.2.5**      **OPTION 5: ONSITE TECHNICAL CONSULTING SERVICES – OPTION YEAR 3**

<b>CLIN</b>	<b>Deliverable</b>	<b>Est. Hrs</b>	<b>Rate</b>	<b>Ext. Price</b>
3001	Ariba Tech. Consultant (Developer)	1920		
3002	Ariba Tech. Consultant (Perf. Specialist)	1920		
3003	Ariba Tech. Consultant (Appl. Administrator)	1920		
3004	Ariba Tech. Consultant (Tier 2 Funct. Support)	1920		
3005	Ariba Tech. Consultant (Sr Bus. Consultant)	1920		
3006	Ariba Tech. Consultant (Functional Analyst)	1920		
3007	Ariba Project Manager	1920		

**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 contractor to lead and complete the technical implementation, testing, training, documentation, and provide technical advice for the installation of the Contract Compliance and Sourcing modules of the District’s procurement system known as the Procurement Automated Support System (PASS).

**C.1.1**      **DEFINITIONS**

**C.1.1.1**      **ASM4**      Ariba Spend Management Release 4

This is a collection of Ariba products at a particular version level, including Buyer (v8.2.2), Analysis (v3.1.2), and Sourcing (v4.4). The District seeks to implement Ariba Sourcing along with another feature of Ariba Buyer, Contract Compliance (v3.0).

**C.1.1.2**      **ACC/AS**      Ariba Contract Compliance/Ariba Sourcing

The two modules to be implemented: ACC (currently v3.0) and AS (currently v4.4).

**C.1.1.3**      **ACW/ACM**      Ariba Contracts Workbench/Ariba Category Management

Two additional modules under consideration for implementation: Ariba Contracts Workbench (ACW), currently at version 3.0.2, and Ariba Category Management (ACM), currently at version 2.0.2.

**C.1.1.4**      **DC**, District Government of the District of Columbia

The District is the jurisdiction issuing this statement of work.

**C.1.1.5**      **OCTO**      Office of the Chief Technology Officer

OCTO is the District agency that is the technical owner of PASS.

- C.1.1.6 OCP Office of Contracting & Procurement  
OCP is the District agency that is the business owner of PASS and defines requirements for PASS functionality.
- C.1.1.7 DCPS District of Columbia Public Schools  
DCPS is one of the largest District users of PASS.
- C.1.1.8 OCFO Office of the Chief Financial Officer  
OCFO is the District agency that is the business owner of RSTARS, to which Ariba Buyer integrates.
- C.1.1.9 PASS Procurement Automated Support System  
PASS is the procurement system for all District agencies and is based on the Ariba Spend Management software suite. Currently, Ariba Buyer and Ariba Analysis have been implemented for District government.
- C.1.1.10 ODC1 OCTO Data Center 1  
The first of two primary data centers maintained by OCTO that contains all mission-critical District government applications and technical infrastructure.
- C.1.1.11 ODC2 OCTO Data Center 2  
The second of two primary data centers maintained by OCTO that contains all mission-critical District government applications and technical infrastructure. The PASS production environment currently resides at this location.
- C.1.1.12 RSTARS Relational Standard Accounting and Reporting System  
RSTARS is the financial/accounting system for the District government. PASS integrates with RSTARS to manage financial encumbrance and liquidation transactions that are critical to District of Columbia government procurement. RSTARS is a commercial-off-the-shelf (COTS) product originally developed by KPMG.
- C.1.1.13 DBMS Database Management System  
Oracle 10G with Real Application Clusters (RAC) configuration is the required DBMS for the Contract Compliance and Sourcing modules.
- C.1.1.14 System Environments  
Procurement Application Services currently maintains several system environments, including assembly test, system test, training, user acceptance, production, and fail-over environments.
- C.1.1.15 CBE Certified Business Enterprise (CBE)  
The CBE program, formerly LSDBE, certifies small, local, resident-owned, disadvantaged, and enterprise zone businesses. It is administered by the Department of Local Small Business Development (DSLBD).
- C.1.1.16 OTR Office of Tax and Revenue (OCFO)  
OTR maintains data on vendor compliance with tax liabilities. For contracts exceeding \$100,000 the vendor must show proof that taxes are current and that, if in arrears, an approved payment schedule exists..
- C.1.1.17 DOES Department of Employment Services (DC)  
DOES maintains data on vendor compliance with unemployment taxes and with First Source

Agreements that require vendors to use DOES as the first source for employee recruitment, referrals, and placement in jobs created under the proposed contract. A vendor's compliance status must be verified with DOES data before an award can be issued from PASS.

C.1.1.18 Detailed Project Plan

The Detailed Project Plan is the document, in Microsoft Word and Project formats that describes the detailed tasks, completion dates, milestones, resources, resource allocation, estimated hours per task, communication and project control plans, and the work breakdown structure. The Detailed Project Plan follows the recommendations and contains the project plan components documented in the Project Management Institute's Project Management Body of Knowledge (PMI PMBOK).

C.1.1.19 Project Start Date

The Project Start Date of this contract is defined as the first day the contractor begins work on the upgrade at the District's project location.

## **C.2 Background**

### **C.2.1 DESCRIPTION OF PASS**

C.2.1.1 The Procurement Automated Support System (PASS) is a District-wide Procurement application. The system is based on various modules of the Ariba Spend Management suite and was customized to meet the District's specific procurement needs.

C.2.1.2 PASS is fully integrated with the Relational Standard Accounting and Reporting System (RSTARS), the District's financial system, using the SeeBeyond eGate integration suite. PASS transactions automatically create pre-encumbrances, encumbrances, and liquidations in RSTARS to commit funds to pay vendors.

C.2.1.3 PASS sends electronic purchase orders to enabled vendors using Ariba Supplier Network.

C.2.1.4 The District currently owns 4 Ariba modules: Buyer, Analysis, Contracts Compliance, and Sourcing. The latter two modules are not yet installed.

### **C.2.2 HISTORY OF PASS**

C.2.2.1 PASS was brought online on July 23, 2003, with two District agencies. By November 2003, there were 57 agencies using PASS.

C.2.2.2 On April 2, 2004, the Analysis module was implemented within the Office of Contracting and Procurement (OCP). The Analysis module is used to create ad hoc reports and perform trend analysis.

C.2.2.3 On April 26, 2004, PASS was configured for commodity based buying.

C.2.2.4 As of September 30, 2005, PASS was used for all procurement by all agencies except for DC Public Schools (DCPS), which switched over to PASS on March 27, 2006. The use of the legacy procurement system was eliminated.

### **C.2.3 CURRENT USAGE OF PASS**

C.2.3.1 PASS Analysis is used by OCP to create ad hoc reports based on defined data dimensions in the Buyer module. Commodity managers use the tool to track spending trends, staff workloads, and cycle times. It has helped OCP to analyze data and refine the commodity buying process.

C.2.3.2 PASS currently has 3,600 users from 90 agencies. Over 50,000 transactions representing \$2 billion in District spend are processed by PASS every year.

C.2.3.3 The District of Columbia is currently working with Ariba, Inc. to upgrade the Ariba Buyer and

Analysis modules to ASM4 in preparation for the Contract Compliance and Sourcing implementation. Implementation is currently targeted for July 2008.

- C.2.3.4 Currently there are 2 District-developed legacy systems, CCTS and CADS, at OCP that store information on 800 District contracts. In addition, many agencies have their own systems that track contract preparation or administration. These systems vary widely in form, and may include simple Access databases or Excel spreadsheets or home-grown applications.
- C.2.3.5 The District has not used release order contract vehicles in the past, but intends to highly utilize these contract vehicles with the implementation of ACC.
- C.2.3.6 The District's sourcing procedures are currently centralized within OCP. There are 98 buyers in 14 groups serving 68 OCP-serviced agencies around the District. Within each group or agency there are a variety of spreadsheet or document templates and workflow techniques used to support District-wide policies and procedures.
- C.2.3.7 Other agencies have independent sourcing authority, including OCFO and DCPS. They have their own sourcing procedures and tools. Each of these agencies, however, must adhere to the District's Procurement Practices Act and DC Municipal Regulation Title 27.

### **C.3 Requirements**

The following are a number of requirements and tasks that the contractor must fulfill as a part of the scope of work. A District Project Manager will be assigned to work with the team to provide assistance and oversight.

#### **C.3.1 DETAILED PROJECT PLAN**

- C.3.1.1 The contractor shall submit a detailed project plan that includes tasks, work breakdown structure, completion dates, milestones, resources, resource allocation, estimated hours versus elapsed time supporting the implementation of ACC/AS. The plan is due to the District Project Manager within 10 working days of the contractor start date.

#### **C.3.2 DETAILED UPGRADE APPROACH AND PROJECT MANAGEMENT**

- C.3.2.1 The contractor shall submit a detailed approach document for supporting the ACC/AS implementation. The document should include a comprehensive plan for supporting the upgrade of the District's Ariba instance, while coinciding with the Project Plan. Specific areas within the document shall include:

- Functional requirement gathering and analysis
- Prototyping and configuration plan
- Preparation of environments
- Cut over strategy
- Testing
  - Regression
  - System
  - Performance (Volume and Stress)
  - Integration
  - UAT
  - Connectivity
  - Data Conversion
- Training
- Documentation

Any tools, methodologies, and/or best practices shall be included in the contractor's approach. In addition, the System Integrator must be prepared to use OCTO standard Configuration Management and Testing tools. At present, OCTO uses Merant Software Tracker and Version Manager to track System Change Requests and Dimensions 10 for file

versioning. The District will make these tools available to the Contractor.

A Detailed Upgrade Approach Document is due within 15 working days of the contractor start date.

- C.3.2.2 The contractor shall provide their overall approach to the implementation of the ACC/AS modules as part of their response to this solicitation. The contractor's approach (as a response to this solicitation) does not have to be as detailed as the final Approach Document, but should summarize the contractor's approach and must include any tools, methodologies, and best practices that will be used throughout the project.

The contractor shall also provide three different instances where they have proven their tools, methodology, and best practices, including their experience with public sector implementations.

- C.3.2.3 The contractor shall ensure communications between the primary process partners (OCP, OCFO, and OCTO) and independent agencies. The nature of this implementation will require the contractor to work with many client agencies around the District in order to gather and analyze requirements and confirm the fit of the solution. In addition, communications with the primary process partners defined above and other independent agencies will be vital to update and obtain sign-offs. The contractor shall ensure that all aspects of the implementation that require communication between multiple groups are completed. This requirement includes activities such as weekly status reports and meetings, project plan updates, etc.

- C.3.2.4 The contractor shall participate and collaborate with District personnel to accomplish shared tasks. Many activities will require shared responsibility for the completion of a task (e.g. completion of testing). The contractor shall fully cooperate with all necessary teams in order to complete the activity.

- C.3.2.5 The contractor shall follow OCTO standard work hours, currently 8:30 am – 5:30 pm, Monday through Friday, with lunch taken from 12 pm – 1 pm. Deviation from this schedule by contractors is strictly prohibited without prior written consent from the District Program Manager assigned to this project.

- C.3.2.6 The contractor shall submit timesheets on a weekly basis to the District Program Manager by 12:00 pm each Monday for the prior week. The contractor shall enter timesheets directly into PASS if required by the project manager; otherwise the contractor shall utilize the standard OCTO timesheet given to the contractor after award of this contract.

- C.3.2.7 The contractor shall perform all work related to this contract at locations assigned by the District. The District will make available sufficient office space required to perform the requirements of this contract to the contractor.

### C.3.3 REQUIREMENTS GATHERING AND ANALYSIS

- C.3.3.1 The District began gathering requirements for use of the Contract Compliance and Sourcing modules on September 24, 2007 using a team of PASS functional analysts and OCP Buyers. OCTO will continue this requirement-gathering process until the contractor begins work on the ACC/AS implementation.

- C.3.3.2 Upon award, the contractor shall take responsibility for requirement gathering and analysis, working with the data already gathered by the District team. The contractor shall continue to leverage the District resources to assemble requirements and confirm them with the primary owners of PASS (OCP, OCFO, OCTO) to obtain sign-off on a final set of contract and sourcing requirements.

- C.3.3.3 The contractor shall conduct prototype sessions with complete scripts and traceability matrixes to demonstrate the appropriate installation, configuration, business processes, and customizations (if any) required to meet the requirements. The contractor shall recommend changes to business processes or requirements by documenting the costs and benefits

available to the District. The contractor shall obtain sign-off on prototype documents in order to finalize the requirements gathering phase of the project and proceed with development and testing.

C.3.3.4 The contractor shall create a prototyping environment to carry out prototype sessions.

#### C.3.4 TESTING AND INFRASTRUCTURE FOR ACC/AS IMPLEMENTATION

C.3.4.1 The contractor shall ensure completion of all testing for the ACC/AS modules. There will be various rounds of testing during the implementation. Currently, the District maintains three testing environments (Assembly, System Test, and User Acceptance Test). The Assembly test environment will belong to the contractor upgrade team, and all other testing shall be conducted and completed by the Contractor in conjunction with independent OCTO System Testers and a population of end users. The contractor shall complete a Test Plan to cover all testing phases described in Section C.3.2 of this document. The District will provide the hardware and technical infrastructure for all testing environments. While performing the testing, the Contractor shall utilize District-furnished testing tools. Currently, the District utilizes Mercury Quality Center.

C.3.4.2 The current PASS technical infrastructure is being upgraded for the production instance as part of the current ASM4 upgrade that is expected to take full advantage of the clustering ability of ASM4. This infrastructure must be evaluated by the contractor. The final decision of the actual technical infrastructure used will be determined by OCTO.

#### C.3.5 INTERFACES AND CONVERSION

C.3.5.1 The contractor shall analyze existing legacy contract-tracking systems and recommend appropriate upgrade paths for existing contracts to become active in ACC. The upgrade path may include conversion, manual entry, or termination of legacy contract altogether.

C.3.5.2 The contractor shall also analyze the ongoing need for contract information in agency-specific contract-tracking systems and provide interface specifications that an agency can use to export ACC data to their legacy system or to upload data to ACC.

C.3.5.3 The contractor shall develop an interface from the AS vendor registration function to DSLBD's CBE certification application. This will allow automatic verification of CBE status for each vendor that registers in AS and verification of CBE status at the time of award.

C.3.5.4 The contractor shall develop an interface from the AS vendor registration function to OTR databases for a vendor's tax status, such that a vendor's tax status can be verified at the time of award.

C.3.5.5 The contractor shall develop an interface from the AS vendor registration function to DES databases for a vendor's First Source Agreement compliance and unemployment tax payments, such that a vendor's status can be verified at the time of award.

C.3.5.6 The contractor shall gather reporting requirements for both modules and ensure that all required data elements are included in the District's current instance of Analysis.

#### C.3.6 PHASED IMPLEMENTATION

C.3.6.1 The contractor shall propose an implementation plan that relies on a phased roll-out of functionality. The District understands the complexity of implementing new modules, but is interested in a quick, out-of-the-box implementation of both ACC and AS for the District's simplest procurement methods and contract types. To achieve that goal, the District requires a plan that rolls out usage of ACC and AS in phases.

C.3.6.2 Phased implementation of ACC may include loading contracts of a particular type (preferably the simplest type of contract identified during the requirements gathering phase), from a particular legacy system, from a particular buyer group or for a particular agency.

C.3.6.3 Phased implementation of AS will face different issues, since sourcing is centralized within OCP and may involve fewer users in its core processes. It may include bringing only one type

of sourcing event (e.g., price-only small purchase, competitive sealed bid) into AS during the initial implementation, followed by other events in subsequent phases.

- C.3.6.4 The contractor may be required to provide additional or extended Ariba Technical Consultant services on an *ad hoc* basis in order to ensure proper maintenance and operation of all implemented Ariba applications.
- C.3.6.5 The contractor may be required to provide additional or extended Ariba Technical Consultant services on an *ad hoc* basis in order to deliver additional ACC contract types and AS sourcing methods after the initial implementation requirements have been met and the ACC and AS modules are in production.
- C.3.6.6 The contractor shall be prepared to propose an Implementation plan for Ariba Contracts Workbench (ACW) and Ariba Category Management (ACM) that would follow a phased implementation approach similar to the AS implementation. The timing of these modules, outlined in Options 1 and 2 of this contract, can be found in section F of this document. The District expects that the effort required to complete these two modules will be similar to the effort required to implement the Sourcing module. Like ACC and AS, The District expects implementation of these modules to have minimal configurations and to implement them as close to the out-of-the-box specification as possible.

### C.3.7 TRAINING MATERIALS UPDATE FOR ACC/AS IMPLEMENTATION

- C.3.7.1 The contractor shall create new training materials for ACC/AS and update any existing training materials as required by changes in the existing user interface or processes. All training materials shall be prepared with PASS-specific screenshots and instruction sets. All training materials will be approved by OCP and OCTO.
- C.3.7.2 The contractor shall create and deliver training sufficient to educate the PASS user community on the use of the new ACC/AS functionality. Although the functionality is completely new to PASS, only a subset of approximately 500 users from the entire PASS user community of approximately 3,800 users will have access to ACC/AS. The contractor shall therefore prepare a plan for creating and delivering training sufficient to the need. The plan may include computer-based training (CBT), classroom training, virtual classrooms, or other methods with a proven success record. The training plan shall be approved by OCP and OCTO. The District will provide the software and hardware necessary to complete this requirement.
- C.3.7.3 In addition to performing training for internal District users, the contractor shall also create training materials for the vendor community to utilize when using the Sourcing module. The external Sourcing footprint is relatively large, including functions to support vendor registration and online collaboration (e.g., advertisement, question/answer, and response). The contractor may use different methods of providing training to the vendor community than the methods outlined in section C.3.7.2, but a unified approach should assure that common materials are leveraged across all the training.

### C.3.8 TRAINING EXECUTION

- C.3.8.1 The contractor shall execute classroom training for required employees. The District recognizes that there may be a need to train a percentage of the PASS user community in a classroom environment for various reasons. The contractor must be prepared to train up to 1,000 users in a classroom environment if needed, although the phased implementation approach may invite a phased training approach. The District will provide sufficient classroom time and space to execute this training.
- C.3.8.2 The contractor shall execute “train-the-trainer” sessions. PASS training for ACC/AS will be handled by OCP. At least three OCP trainers shall be involved with the development of new and updated training materials as well as trained to provide the new training materials to all PASS users.
- C.3.8.3 The contractor shall execute training sessions for up to 50 vendor representatives on the

utilization of the external Sourcing functions, including vendor registration and online solicitation response.

**C.3.9 TECHNICAL DOCUMENTATION UPDATE**

C.3.9.1 The contractor shall create new PASS technical designs and runbooks for ACC and AS. The contractor shall also ensure that existing designs and runbooks for Buyer and Analysis are updated as appropriate.

C.3.9.2 The contractor shall ensure failover and disaster recovery procedures are documented and tested. One of the primary benefits of the current upgrade to ASM4 is to utilize the multi-node capabilities of this release. These capabilities will allow the District to implement a high-availability architecture for PASS. This architecture must be documented and tested in conjunction with OCTO personnel to ensure that a high-availability environment is maintained.

**C.3.10 POST-IMPLEMENTATION SUPPORT**

C.3.10.1 The contractor shall provide post-production functional support. After implementation, the end-user community will require additional Tier 1 and Tier 2 functional support more than normally provided by PASS Operations. The contractor shall provide support to over 500 users located at various locations within the District of Columbia. Up to 2 additional functional analysts with at least 2 years of Ariba experience with ACC and AS shall be allocated to complete this requirement for up to 12 weeks. Phased implementation options may take longer.

**C.4 Monitoring Plan**

**C.4.1 PERFORMANCE MONITORING PLAN**

(Reference this section in Section E of the solicitation: Acceptance and Inspection)

<b>Performance Requirements</b>	<b>Performance Standards</b>	<b>Surveillance Method &amp; Frequency</b>
Outcomes, Outputs	Quantity, quality, timeliness, accuracy, effectiveness, cost	Reviews, surveys, inspections, data analysis

## **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 DELIVERABLES**

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

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

#### **F.1.1 OPTION EXERCISE**

F.1.1.1 The District may extend the term of this contract for a period of three, 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.1.1.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.1.1.3 The price for the option period shall be as specified in the contract.

F.1.1.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.2 Deliverables**

#### **F.2.1 INITIAL IMPLEMENTATION OF SOURCING (AS) AND CONTRACTS COMPLIANCE (ACC)**

F.2.1.1 The following deliverables are associated with the initial implementation of ACC and AS as described in Section C. Due Dates are calculated from the Project Start Date, which is expected to be an agreed-upon date after the date of award.

<b>Deliverable</b>	<b>Qty</b>	<b>Format &amp; Method of Delivery</b>	<b>Due Date (from Start)</b>
Master Project Plan	1	MS Word & Project; approved hard & soft copy	2 weeks
ACC Functional Requirements	1	MS Excel; approved hard & soft copy	6 weeks
AS Functional Requirements	1	MS Excel; approved hard & soft copy	9 weeks
Master Test Plan	1	MS Word & Project; approved hard & soft copy	7 weeks
ACC System Test Completion Report	1	MS Word; approved hard copy	11 weeks
AS System Test Completion Report	1	MS Word; approved hard copy	20 weeks
ACC User Acceptance Test Completion Report	1	MS Word; approved hard copy	11 weeks
AS User Acceptance Test Completion Report	1	MS Word; approved hard copy	20 weeks
ACC Performance Test Completion Report	1	MS Word; approved hard copy	11 weeks

<b>Deliverable</b>	<b>Qty</b>	<b>Format &amp; Method of Delivery</b>	<b>Due Date (from Start)</b>
AS Performance Test Completion Report	1	MS Word; approved hard copy	20 weeks
Change Management Plan	1	MS Word & Project; approved hard & soft copy	4 weeks
Training Plan	1	MS Word & Project; approved hard & soft copy	7 weeks
ACC Training Materials	1	MS Word approved hard copy. PDF, WMV files	11 weeks
AS Training Materials	1	MS Word approved hard copy. PDF, WMV files	20 weeks
ACC Training Completion	1	Classroom training, CBTs, other methods in C.3.8	13 weeks
AS Training Completion	1	Classroom training, CBTs, other methods in C.3.8	24 weeks
Production Implementation Plan	1	MS Word & Project; approved hard & soft copy	12 weeks
Post-Production Support Plan	1	MS Word & Project; approved hard & soft copy	12 weeks
Technical System Documentation	1	MS Word; approved hard & soft copy	27 weeks
ACC Production Live—Initial Contract Type	1	ACC Production contract entered by end-users	14 weeks
AS Production Live—Vendor Self-Registration	1	AS vendor registration completed by vendor user	20 weeks
AS Production Live—First Procurement Published	1	AS solicitation published in Production by end-users	25 weeks
AS Production Live—First Procurement Awarded	1	AS solicitation awarded in Production by end-users	29 weeks

### **F.3 Optional Deliverables**

#### **F.3.1 OPTION 1:IMPLEMENTATION OF CONTRACTS WORKBENCH (ACW)**

<b>Deliverable</b>	<b>Qty</b>	<b>Format &amp; Method of Delivery</b>	<b>Due Date (from Start)</b>
ACW Master Project Plan	1	MS Word & Project; approved hard & soft copy	2 weeks
ACW Functional Requirements	1	MS Excel; approved hard copy & soft copy	8 weeks
ACW Master Test Plan	1	MS Word & Project; approved hard & soft copy	8 weeks
ACW System Test Completion Report	1	MS Word; approved hard copy	12 weeks
ACW User Acceptance Test Completion Report	1	MS Word; approved hard copy	14 weeks
ACW Performance Test Completion Report	1	MS Word; approved hard copy	16 weeks

<b>Deliverable</b>	<b>Qty</b>	<b>Format &amp; Method of Delivery</b>	<b>Due Date (from Start)</b>
ACW Change Management Plan	1	MS Word & Project; approved hard & soft copy	4 weeks
ACW Training Plan	1	MS Word & Project; approved hard & soft copy	8 weeks
ACW Training Materials	1	MS Word approved hard copy. PDF, WMV files	14 weeks
ACW Training Completion	1	Classroom training, CBTs, other methods in C.3.8	17 weeks
ACW Production Implementation Plan	1	MS Word & Project; approved hard copy & soft copy	15 weeks
ACW Post-Production Support Plan	1	MS Word & Project; approved hard copy & soft copy	15 weeks
ACW Technical System Documentation	1	MS Word; approved hard copy & soft copy	18 weeks
ACW Production Live	1	Production usage by end-users of ACW	18 weeks

F.3.2 OPTION 2: IMPLEMENTATION OF CATEGORY MANAGEMENT (ACM)

<b>Deliverable</b>	<b>Qty</b>	<b>Format &amp; Method of Delivery</b>	<b>Due Date (from Start)</b>
ACM Master Project Plan	1	MS Word & Project; approved hard & soft copy	2 weeks
ACM Functional Requirements	1	MS Excel; approved hard & soft copy	8 weeks
ACM Master Test Plan	1	MS Word & Project; approved hard & soft copy	8 weeks
ACM System Test Completion Report	1	MS Word; approved hard copy	12 weeks
ACM User Acceptance Test Completion Report	1	MS Word; approved hard copy	14 weeks
ACM Performance Test Completion Report	1	MS Word; approved hard copy	16 weeks
ACM Change Management Plan	1	MS Word & Project; approved hard & soft copy	4 weeks
ACM Training Plan	1	MS Word & Project; approved hard & soft copy	8 weeks
ACM Training Materials	1	MS Word approved hard copy. PDF, WMV files	14 weeks
ACM Training Completion	1	Classroom training, CBTs, other methods in C.3.8	17 weeks
ACM Production Implementation Plan	1	MS Word & Project; approved hard & soft copy	15 weeks
ACM Post-Production Support Plan	1	MS Word & Project; approved hard & soft copy	15 weeks
ACM Technical System Documentation	1	MS Word; approved hard & soft copy	18 weeks

<b>Deliverable</b>	<b>Qty</b>	<b>Format &amp; Method of Delivery</b>	<b>Due Date (from Start)</b>
ACM Production Implementation	1	Production usage by end-users of ACM	18 weeks

### F.3.3 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 shall 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 for each purchase order 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:

4. Prime Contractor's name, federal tax ID and invoice date (Prime Contractors shall date invoices as of the date of mailing or transmittal);
5. Contract number, purchase order number, and invoice number;
6. Job title, rate, number of hours, and the date(s) that the services were performed;
7. Other supporting documentation or information, as required by the Contracting Officer;
8. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
9. Name, title, phone number of person preparing the invoice;
10. 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
11. 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.*

## **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.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:

<b>Yes</b>	<b>No</b>	<b>Jurisdiction</b>
		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-0148 Implementation of PASS Modules".

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 Sample project plan**

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

##### **L.2.1.2 Training approach**

The contractor shall provide a high-level training plan showing how the contractor proposes to meet the training requirements for District users of ACC and AS, and for up to 50 vendors to use the Sourcing registration and collaboration functionality.

##### **L.2.1.3 Analysis, implementation, and BPR approach**

The contractor shall provide a high-level approach for gathering final requirements and managing scope and schedule for a quick implementation of out-of-the-box functionality for ACC and AS. The approach shall include a process for identifying opportunities for business process renewal, recommending legislative or policy changes, recommending implementation of additional Ariba modules (e.g., ACM and ACW), and managing organizational change throughout the implementation.

##### **L.2.1.4 Experience of contractor with similar projects**

The contractor shall provide a detailed description of past experience with similar projects

where the offeror was a prime contractor or subcontractor. Particular attention shall be given to recent experience with procurement or financial system implementations or upgrades, and work with federal, state, and local government customers. Particular attention shall also be given to direct experience with Ariba Spend Management. If a subcontractor is proposed, the contractor shall provide a detailed description of the subcontractor's experience relevant to the tasks to be assigned to the subcontractor.

L.2.1.5 Qualifications of key personnel

The contractor shall provide a detailed description of the experience and qualifications of key personnel that will staff the project, including the project manager, senior technical resource, and senior functional resource. Resumes shall be provided for the named key personnel.

L.2.1.6 Contractor references

The contractor shall provide references from recent customers. If a subcontractor is proposed, additional references shall be provided for the subcontractor.

L.2.1.7 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

Offeror's Price Proposal

The offeror shall include prices for all contract line items as described in section B of this document.

L.2.2.1 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 **Error! Reference source not found.**

### **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 ACC/AS implementation contract requires the incumbent to create a feasible implementation approach and requires that the incumbent have the necessary experience to implement the Ariba modules for the District.

#### **M.2.2 EVALUATION CRITERION: IMPLEMENTATION APPROACH (40%)**

M.2.2.1 Sample project plan (25%)

M.2.2.2 Points in this category will be awarded based on evaluation of the offeror's project plan for fulfilling the requirements in section C. Evaluation will be based upon:

- a. Demonstrated understanding of the District objectives and requirements.
- b. Approach to project management and control.
- c. Comprehensiveness of the offeror's approach and plan, including the specific
- d. work steps, as measured by the quality of the plan's coverage of all tasks and
- e. deliverables necessary to complete the requirements set forth in section C.
- f. Feasibility of the offeror's detailed project workplan and schedule that addresses all activities, tasks, and subtasks to complete all requirements as described in section C as measured by the proposed level of effort, planned task duration, and delivery dates.

M.2.2.3 Analysis, implementation, and BPR approach (15%)

A large portion of the implementation of the Contracts Compliance and Sourcing modules will require extensive analysis of the current procurement processes and supporting systems, and collection of requirements, as detailed in C.3.3. Because this is an integral portion of the project, the offeror's analysis, implementation and BPR approach will be evaluated separately from the proposed project plan.

M.2.3 EVALUATION CRITERION: CONTRACTOR EXPERIENCE (30%)

Points in this category will be awarded based on evaluation of the offeror's previous experience with implementing Ariba modules within public-sector entities.

M.2.3.1 Experience of contractor with similar projects (15%)

The offeror shall document their experience with implementing the Contracts Compliance and Sourcing at other public-sector entities in the United States, as detailed in section L.2.1.4. Public sector entities include state or local governments, or US federal agencies. The District will award points based on the depth of experience the offeror has in this area.

M.2.3.2 Qualifications of key personnel (10%)

The District will award points in this category based on the qualifications of key personnel responsible for the fulfillment of this contract, as detailed in section L.2.1.5

M.2.3.3 Contractor references (5%)

The District will award points in this category based on the offeror's references provided in its response to this contract, as detailed in section L.2.1.6.

M.2.4 EVALUATION CRITERION: PRICE (30%)

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

Lowest price proposal

----- x weight = 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.