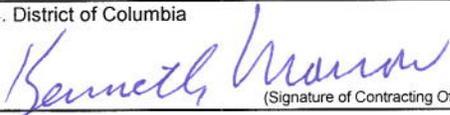
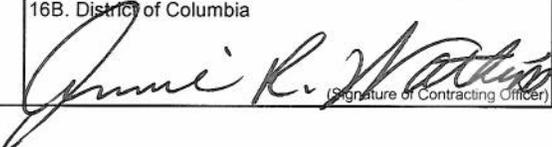


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number DCTO-2008-R-1048	Page of Pages 1 11
2. Amendment/Modification Number M006		3. Effective Date 7/1/2008		4. Requisition/Purchase Request No.	
5. Solicitation Caption Ariba Implementation Modules		6. Issued By: Office of Contracting 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		Code			
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					
E. IMPORTANT: 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.)					
<p>Modification M0006 has revised Sections L and M of this solicitation. Delete Sections L and M in their entirety and replace with the revised Sections L and M attached.</p> <p>Solicitation due date has been extended to 7/14/2008 at 2:00 PM.</p> <p>All terms and conditions remain the same.</p>					
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 Ken Morrow		
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
				16C. Date Signed 7/2/2008	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCTO-2008-R-1048	Page of Pages 1 11	
2. Amendment/Modification Number M006		3. Effective Date 7/1/2008		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		Code			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. M0006	
				9B. Dated (See Item 11) 7/01//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					
E. IMPORTANT: 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 M0006 has revised Sections L and M of this solicitation. Delete Sections L and M in their entirety and replace with the revised Sections L and M attached. Solicitation due date has been extended to 7/14/2008 at 2:00 PM. 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		15C. Date Signed		16B. District of Columbia	
(Signature of person authorized to sign)				16C. Date Signed 7/2/2008	
				(Signature of Contracting Officer)	

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 4th 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 option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 *Proposal Protests*

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

L.9 *Signing of Offers*

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

L.10 *Unnecessarily Elaborate Proposals*

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

L.11 *Retention of Proposals*

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

L.12 *Proposal Costs*

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

L.13 *Electronic Copy of Proposals for Freedom of Information Act Requests*

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

L.14 *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 4th 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:

Numeric Rating	Adjective	Description
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:

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

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

0% of the total dollar value of the work performed by 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.