

		1. Caption District Wide Multifunction Printers		Page of Pages 1 58	
2. Contract Number	3. Solicitation Number DCTO-2008-R-0185	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 6/27/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Office of the Chief Technology Officer 441 4th Street, NW, Suite 971 North Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4TH Street, NW Suite 703 (Bid Room) Washington, DC 20001		

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at See Block 8 of this form until 2:00pm local time 28-Jul-08
(Hour) (Date)

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

10. For Information Contact	A. Name Leon T. Borroum	B. Telephone			C. E-mail Address leon.borroum@dc.gov
		(Area Code) 202	(Number) 727-6793	(Ext)	

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OFFER

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

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		

15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code)	(Number) (Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer, is seeking a contractor to provide Multi Functional (All-in-One) Printers for all District Agencies that currently exist and for future agencies, along with the Council of Governments.

B.2 IDIQ CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, (G.4.2). The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum of \$4,000,000.00. The District will order at least the minimum of \$1,000.00.

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

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.3 SCHEDULE – FIXED PRICE
SECTION C: SPECIFICATIONS/WORK STATEMENT

3.3.1 Base Period (from date of award through 36 months)

CLIN	Description	Unit of Issue	Est. Min Quantity	Unit Price	Total Amount
0001	Leased Equipment Cost				
0001AA	Low (Personal) Mfg. _____ Model _____	Month	36	\$ _____	\$ _____
0001AB	Medium (Managerial) Mfg. _____ Model _____	Month	36	\$ _____	\$ _____
0001AC	High (Enterprise Segment) Mfg. _____ Model _____	Month	36	\$ _____	\$ _____
0001AD	High (Reprographic EQ) Mfg. _____ Model _____	Month	36	\$ _____	\$ _____
	Total:	Month			\$ _____
0002	Purchased Equipment Cost				
0002AA	Low (Personal) Mfg. _____ Model _____	Each	845	\$ _____	\$ _____
0002AB	Medium (Managerial) Mfg. _____ Model _____	Each	150	\$ _____	\$ _____
0002AC	High (Enterprise Segment) Mfg. _____ Model _____	Each	5	\$ _____	\$ _____
0002AD	High (Reprographic EQ) Mfg. _____ Model _____	Each	5	\$ _____	\$ _____
	Total:				\$ _____
0003	Other Requirements and Services:				
0003AA	Discovery and Design (to include all agencies)	Job	1	\$ _____	\$ _____
0003AB	Relocation of Equipment	Each	1	\$ _____	\$ _____
0003AC	Consumable Supplies	Month	36	\$ _____	\$ _____

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0003AD	Managed Print Services	Month	36	\$ _____	\$ _____
0003AE	Onsite Monitoring (Meter Reading & Rpts)	Month	36	\$ _____	\$ _____
0003AF	Disposal of existing Printers Devices	Job	1	\$ _____	\$ _____
0003AG	External Surge Protection	Each	1	\$ _____	\$ _____
Sub-Total: CLIN 0003					\$ _____
0004	Training				
0004AA	On-Site Training	Each	1	\$ _____	\$ _____
0004AB	On-Line Training	Each	1	\$ _____	\$ _____
0004AC	Basic Key Operator Training	Each	1	\$ _____	\$ _____
0004AD	On-Site Training: Troubleshooting, Supply Replenishment and Service Call Placement	Each	1	\$ _____	\$ _____
Sub-Total: CLIN 0004					\$ _____
0005	Support and Maintenance:				
0005AA	On-Site Service Calls	Each	1	\$ _____	\$ _____
0005AB	Preventive Maintenance	Each	1	\$ _____	\$ _____
Sub-Total: CLIN 0005					\$ _____
0006	On-Site Fleet Administrator (Optional Services):				
0006AA	Level I Site Administrator	Each	1	\$ _____	\$ _____
0006AB	Level II Site Administrator	Each	1	\$ _____	\$ _____
0006AC	Level III Site Administrator	Each	1	\$ _____	\$ _____
Sub-Total: CLIN 0006					\$ _____
Grand Total - Base Year:					\$ _____

3.3.2 Option Period One (12 months)

CLIN	Description	Unit of Issue	Est. Quantity	Unit Price	Total Amount
0001	Leased Equipment Cost				
0001AA	Low (Personal) Mfg. _____ Model _____	Month	845	\$ _____	\$ _____
0001AB	Medium (Managerial) Mfg. _____ Model _____	Month	150	\$ _____	\$ _____

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0001AC	High (Enterprise Segment) Mfg. _____ Model _____	Month	5	\$ _____	\$ _____
0001AD	High (Reprographic EQ) Mfg. _____ Model _____	Month	5	\$ _____	\$ _____
	Total:	Month			\$ _____
0002	Purchased Equipment Cost				
0002AA	Low (Personal) Mfg. _____ Model _____	Each	845	\$ _____	\$ _____
0002AB	Medium (Managerial) Mfg. _____ Model _____	Each	150	\$ _____	\$ _____
0002AC	High (Enterprise Segment) Mfg. _____ Model _____	Each	5	\$ _____	\$ _____
0002AD	High (Reprographic EQ) Mfg. _____ Model _____	Each	5	\$ _____	\$ _____
	Total:				\$ _____
0003	Other Requirements and Services:				
0003AA	Discovery and Design (to include all agencies)	Lot	1	\$ _____	\$ _____
0003AB	Relocation of Equipment	Each	1	\$ _____	\$ _____
0003AC	Consumable Supplies	Month	36	\$ _____	\$ _____
0003AD	Managed Print Services	Month	36	\$ _____	\$ _____
0003AE	Onsite Monitoring (Meter Reading & Rpts)	Month	36	\$ _____	\$ _____
0003AF	Disposal of existing Printers Devices	Lot	1	\$ _____	\$ _____
0003AG	External Surge Protection	Each	1	\$ _____	\$ _____
	Sub-Total: CLIN 0003				\$ _____
0004	Training				
0004AA	On-Site Training	Each	1	\$ _____	\$ _____
0004AB	On-Line Training	Each	1	\$ _____	\$ _____
0004AC	Basic Key Operator Training	Each	1	\$ _____	\$ _____

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0004AD	On-Site Training: Troubleshooting, Supply Replenishment and Service Call Placement	Each	1	\$ _____	\$ _____
Sub-Total: CLIN 0004					\$ _____
0005	Support and Maintenance:				
0005AA	On-Site Service Calls	Each	1	\$ _____	\$ _____
0005AB	Preventive Maintenance	Each	1	\$ _____	\$ _____
Sub-Total: CLIN 0005					\$ _____
0006	On-Site Fleet Administrator (Optional Services):				
0006AA	Level I Site Administrator	Each	1	\$ _____	\$ _____
0006AB	Level II Site Administrator	Each	1	\$ _____	\$ _____
0006AC	Level III Site Administrator	Each	1	\$ _____	\$ _____
Sub-Total: CLIN 0006					\$ _____
Grand Total - Option Year One:					\$ _____

3.3.3 Option Period Two (12 months)

CLIN	Description	Unit of Issue	Est. Quantity	Unit Price	Total Amount
0001	Leased Equipment Cost				
0001AA	Low (Personal) Mfg. _____ Model _____	Month	845	\$ _____	\$ _____
0001AB	Medium (Managerial) Mfg. _____ Model _____	Month	150	\$ _____	\$ _____
0001AC	High (Enterprise Segment) Mfg. _____ Model _____	Month	5	\$ _____	\$ _____
0001AD	High (Reprographic EQ) Mfg. _____ Model _____	Month	5	\$ _____	\$ _____
	Total:	Month			\$ _____
0002	Purchased Equipment Cost				
0002AA	Low (Personal) Mfg. _____ Model _____	Each	845	\$ _____	\$ _____

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0002AB	Medium (Managerial) Mfg. _____ Model _____	Each	150	\$ _____	\$ _____
0002AC	High (Enterprise Segment) Mfg. _____ Model _____	Each	5	\$ _____	\$ _____
0002AD	High (Reprographic EQ) Mfg. _____ Model _____	Each	5	\$ _____	\$ _____
	Total:				\$ _____
0003	Other Requirements and Services:				
0003AA	Discovery and Design (to include all agencies)	Lot	1	\$ _____	\$ _____
0003AB	Relocation of Equipment	Each	1	\$ _____	\$ _____
0003AC	Consumable Supplies	Month	36	\$ _____	\$ _____
0003AD	Managed Print Services	Month	36	\$ _____	\$ _____
0003AE	Onsite Monitoring (Meter Reading & Rpts)	Month	36	\$ _____	\$ _____
0003AF	Disposal of existing Printers Devices	Lot	1	\$ _____	\$ _____
0003AG	External Surge Protection	Each	1	\$ _____	\$ _____
	Sub-Total: CLIN 0003				\$ _____
0004	Training				
0004AA	On-Site Training	Each	1	\$ _____	\$ _____
0004AB	On-Line Training	Each	1	\$ _____	\$ _____
0004AC	Basic Key Operator Training	Each	1	\$ _____	\$ _____
0004AD	On-Site Training: Troubleshooting, Supply Replenishment and Service Call Placement	Each	1	\$ _____	\$ _____
	Sub-Total: CLIN 0004				\$ _____
0005	Support and Maintenance:				
0005AA	On-Site Service Calls	Each	1	\$ _____	\$ _____
0005AB	Preventive Maintenance	Each	1	\$ _____	\$ _____
	Sub-Total: CLIN 0005				\$ _____
0006	On-Site Fleet Administrator (Optional Services):				
0006AA	Level I Site Administrator	Each	1	\$ _____	\$ _____
0006AB	Level II Site Administrator	Each	1	\$ _____	\$ _____
0006AC	Level III Site Administrator	Each	1	\$ _____	\$ _____
	Sub-Total: CLIN 0006				\$ _____
	Grand Total - Option Year Two:				\$ _____

C.1 Scope of Work

C.1.1 The District intends to make a single contract award for the lease/purchase of Multifunctional Digital (All-in-One) Network Capable Printers and all related services, equipment, materials, installation and required maintenance of which includes support, driver and mapping for the District. These state of the art all-in-one units shall be 508 compliant, capable of scanning to District systems, copying, printing, emailing and also serve as a fax machine for current and future District Agencies as well as the Council of Governments. Contractor shall provide three level units, Personal (lower Level Units), Medium (Departmental Units), or High (Enterprise units). The offeror shall submit sufficient technical data or descriptive literature to enable District to ascertain the capabilities of the equipment offered. Equipment models offered under this RFP must be able to access the network using current commercially available connectivity features and software unitizing 10/100 Ethernet network interface card (wireless).

C.1.2 DEFINITIONS

Name	Definition
All-In-One	Multifunction print device that incorporates copier, printer, scanner and fax into one.
COTR	Contracting Officer Technical Representative
RFP	Request for proposal
CBE	Certified Business Enterprise
MFP	Multifunction Printer
OCP	Office of Contracting and Procurement
OCTO	Office of the Chief Technology Officer
Council of Governments	COG is a regional organization of Washington area local governments. COG is composed of 21 local governments surrounding our nation's capital, plus area members of the Maryland and Virginia legislatures, the U.S. Senate, and the U.S. House of Representatives.

C.2 BACKGROUND: The District is no longer interested in the copier, printer, maintenance business and is looking for a contractor to provide a comprehensive Enterprise Print Solution. This solution shall include support, interactive and online monitoring/managed print services and status of all network equipment as well as reports, onsite support, existing fleet acquisition/options (if necessary), training, discovery- design solutions, maintenance and lease versus buy comparisons.

C.3. GENERAL REQUIREMENTS

C.3.1.1 Each model of multifunction print device Local/Personal, Departmental, Enterprise and Reprographics Segment offered under this RFP shall, as a minimum, comply with all general and specific requirements of the solicitation. The offeror shall submit sufficient technical data or descriptive literature to enable District to ascertain the capabilities of the equipment offered.

Equipment models offered under this RFP must be able to access the network using current commercially available connectivity features and software unitizing 10/100 Ethernet network interface card (wireless).

C.3.1.2. All multi-functional units offered under this solicitation must be capable of copying, digital network printing, wireless printing, scanning and faxing. Each digital printer shall be supplied with a licensed copy of network device management software. This network management tool shall provide the ability to configure a network device for all supported network protocols from a single workstation, and provide device configuration and status for remote troubleshooting as well as service alerts. The offeror shall furnish the District with the respective software in order to remote access all the printers in the fleet. All models must be capable of multi-tasking, thereby allowing users to perform separate tasks simultaneously. For example: a print job can be received over the network while other input and output processes are completed.

C.3.1.3 All models are to be supplied with necessary network interface card for operation in software network environment. It is preferred that the network interface be imbedded within the unit, rather than external device. All models are to be supplied with necessary software print drivers. All models must be capable of true PostScript printing (no emulation). All models must have minimum 600X600-dpi-copy/scan resolutions, 600 X 1200 dpi print resolution and photo mode. All models must be capable of automatically selecting the most beneficial exposure for originals consisting of graphics and photos. The lighten/darken contrast must also be user adjustable. All models must automatically select the proper paper size based on the original document size either placed on the document feeder or sent from a print file. Additionally, each unit must process a mixed-size original. All models must have a paper bypass with a minimum of three trays with a 50-sheet capacity. All models proposed shall have a self-diagnostic system which indicates as a minimum, the following conditions (a) toner levels, (b) paper levels and (c) paper misfeed of jam and the jam location. Each unit shall be capable of sending notifications/alerts to the central online management system.

C.3.1.4 All models must have a minimum of 100 restricted access accounts for copy control, and password protection. All models offered are to be capable of operating as a walk-up convenience printer. All models must conform to the requirements of Underwriters Laboratories (UL) Standard. All models must perform satisfactorily at any temperature between 50 and 90 degrees Fahrenheit and with at and relative humidity between 15 and 85 percent. All models must provide a 25-400 percent zoom reduction/enlargement with a minimum of three (3) preset reduction and three (3) preset enlargement ratios. All models shall feature a definite indicator of when the equipment is energized. This may be either a special "power on" light or an appropriate indicator on the control panel.

C.3.1.5 All models must be energy efficient, preferably "Energy Star Compliant". Each unit shall have the manufacturer's serial number permanently and legibly stamped or affixed on a major

component in a readily accessible location. In addition, each multifunctional unit shall be permanently and legibly marked in a consistent conspicuous location with the manufacturer's name of trademark and model number of machine. Each printer shall be labeled with the telephone number, model number and serial number to call for service and supplies and be furnished with an operator's manual. In order for the District to receive the lowest cost per print, the District shall be

able to add toner to all models proposed. This is in lieu of the assembly type, which requires the replacement of the entire developing cartridge assembly at a much higher developing cost. Minimal Supply Items are preferred for easier administration by the District Support Staff. Contractor must list all required supply items that must be replaced by end user's to maintain printer operation.

C.3.2 Specific Requirements

	Local/Personal Segment	Departmental Segment	Enterprise Segment	Reprographics Segment
General Specs/Paper Handling				
Monochrome	Required	Required	Required	Required
Color	Optional	Required	Required	Required
First Copy Time	Less than 13 sec.	Less than 10 sec.	Less than 10 sec.	Less than 10 sec.
Multicopy (Ltr/Lgl/Ldgr)	31 to 40 ppm	41 to 60 ppm	61 to 90 ppm	91 or more ppm
Warm-Up Time	Less than 45 sec.	Less than 5 minutes	Less than 6 minutes	Less than 6 minutes
Std Paper Capacity Minimum	250 sheets or more	1000 sheets or more	2000 sheets or more	4000 sheets or more
Paper Weight	18 to 24 lb	18 to 24 lb	18 to 24 lb	18 to 110 lb
Bypass/Paper Weight				
Copier Resolution	600 x 600 dpi	600 x 600 dpi	600 x 600 dpi	600 x 1200 dpi
Copier Memory (Std/Max)	8MB/32MB	16MB/128MB	32MB/256MB	512MB/1GB
Max Original Size	8.5 x 11/ 8.5 x 14	11 x 17	11 x 17	11 x 17
Output Size (Min/Max)	8.5 x 11/ 8.5 x 14			
Duplexing	Optional	Required	Required	Required
Document Feeder	Optional	Required	Required	Required
Finisher	Not Applicable	Optional	Required	Required
Stapler Sorter	Not Applicable	Optional	Required	Required
Stapling Positions	Not Applicable	Not Applicable	Required	Required
Copier Features				
Automatic Exposure Selection	Not Applicable	Required	Required	Required
Automatic Magnification Selection	Not Applicable	Optional	Required	Required
Automatic Paper Select	Not Applicable	Required	Required	Required
Automatic Start	Not Applicable	Optional	Required	Required
Automatic Shut-Off	Not Applicable	Optional	Required	Required
Automatic Tray Shifting	Not Applicable	Required	Required	Required
Book Copy	Not Applicable	Optional	Optional	Required
Copy Control	Optional	Optional	Required	Required
Energy save	Required	Required	Required	Required
Energy Star Compliant	Required	Required	Required	Required
Operating Noise Level	Less than 70 db	Less than 70 db	Less than 70 db	Less than 70 db
Quantity Selector	Required	Required	Required	Required
Zoom Range	50% to 200%	50% to 200%	50% to 200%	50% to 200%
Multifunction Modes				
Copier	Optional	Required	Required	Required
Internet Fax	Optional	Optional	Optional	Optional
Network Printer	Optional	Required	Required	Required
Printer	Required	Required	Required	Required

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Fax	Required	Required	Required	Required
Newtwork Fax	Optional	Required	Required	Required
Printer Fax	Optional	Optional	Optional	Optional
Scanner	Required	Required	Required	Required
Security Specs				
Network User Authentication	Required	Required	Required	Required
IP Address Filtering	Required	Required	Required	Required
MAC Address Filtering	Optional	Optional	Optional	Optional
HDD Overwrite	Optional	Optional	Required	Required
HDD Encryption	Optional	Optional	Required	Required
Secure Print	Optional	Required	Required	Required
Connectivity				
Client Operating System Support	Windows 98, Windows NT, Me, XP, MAC, Unix			
USB Interface (PC Fax/Print/Scan)	Optional	Optional	Optional	Optional
Serial Interface (PC Fax/Print/Scan)	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Network Interface (10/1000 Base Tx) (PC Fax/Print/Scan)	Optional	Optional/Yes/Yes	Required/Yes/Yes	Required/Yes/Yes
Embedded Web Server	Optional	Optional	Required	Required
Printer Specs/Scanner & Image				
Max Resolution	600 x 600 dpi			
Scan Destinations (Email/FTP/HDD/I-fax/SMB/URL)	Yes	Yes	Yes	Yes
LDAP Support	Yes	Yes	Yes	Yes
Scan/Image Software	Yes	Yes	Yes	Yes
File Management Software	Optional	Required	Required	Required
Twain Management	Optional	Optional	Required	Required
Kofax Compliant	Optional	Optional	Required	Required
Isis Compliant	Optional	Optional	Required	Required
Miscellaneous				
Wheelchair Access/Adjustable Control Panel	Required	Required	Required	Required

C.3.2.1 Power Protection

Supplier must provide, as standard equipment, external surge protection and power filtration as officially recommended by OEM. Power protection units will have a lifetime warranty on itself and also a warranty that provides repair or replacement of host device in the event of damage due to over voltage or power fluctuations. Network lines shall also be protected and circuitry shall be CAT5e certified.

C.3.3 Delivery and Installation

C.3.3.1 The Contractor is responsible for all costs associated with the delivery and installation of digital printers including connecting devices to the District network. In addition, the Contractor is responsible for the removal of the existing printers. Rigging of equipment to afford placement in difficult to reach areas shall be performed by the Contractor. It is the responsibility of the Contractor to identify, in its technical proposal, all necessary electrical power and outlet requirements. District will furnish the proper electrical current and required electrical receptacles for the digital printers. Additionally, District will furnish the cable drops required for connecting the equipment to the network. The contractor's proposal shall provide a detailed implementation plan outlining the proposed replacement units, schedule, procedure, and installation plan for all of the units to be replaced under this contract.

C.3.4 Maintenance

C.3.4.1 Contractor shall respond to personal devices with qualified technicians within four (4) working hours, 8:30 a.m. to 5:30 p.m. Monday through Friday, excluding District Government holidays. Service requests for machines identified as managerial are critical and shall be responded to within two (2) working hours. Not more than ten (10) percent of the printers will be identified as critical. The response time measurement starts when the Contractor receives the call from an authorized District employee or online remote system. Through the interconnection, the printer automatically sends the error code for repair to the remote terminal. Contractor shall have manufacturer trained and certified personnel to service the multifunction print device meeting the specified response times under this contract. Contractor shall provide software to run diagnostic on the equipment to ensure equipment is in good working condition. Responsibility for maintaining equipment furnished under this contract shall be solely that of the Contractor. All replacement parts used in the repair of the equipment must be certified parts of the original manufacturer.

The contractor shall provide back-up equipment when a malfunctioning printer cannot be repaired within 5 working hours after initial service call response. Such back-up printers shall not be left in place for more than 40 working hours, without permission of the COTR. The contractor will have a secured storage space on site (as designated in each delivery order) for parts and replacement equipment. Contractor shall describe their service support infrastructure technical training and procedures for service delivery in their Technical Proposal.

C.3.4.2 Preventative Maintenance (PM) is an integral part of any copier maintenance program and is to be submitted as a written schedule (as recommended by the original equipment manufacturer, (OEM)) and adhered to as part of the maintenance program. A PM plan must be outlined in contractor proposal for each year of the agreement that would minimize downtime including the

equipment, design features facilitating ease and speed of maintenance, estimate of machine downtime during PM, etc.

C.3.5 Education and Training

C.3.5.1 The Contractor will conduct for Basic Operators to familiarize individuals utilizing the equipment. The contractor shall provide on-site/online training sessions as well as development and documentation of a training plan designed to educate District's end users about the features and full

functionality for the specific Products which will be specified in this Statement of Work. District will be responsible for describing its current education and communication processes and working with the contractor's Training Technician to jointly develop the training plan. Contractor will also provide training for District network personnel. This training shall address software matters such as drivers, utilities, and job management. Contractor must describe its training process in the Technical Proposal. The contractor shall supply additional basic key operator training on an "as needed" basis within 3-5 working days of each request. The resulting training plan shall also consist of the following:

- Onsite end-user training with emphasis on troubleshooting, supplies replenishment and service call placement. Training will be provided at a mutually agreed time and date, Monday through Friday, excluding District holidays, during the hours of 8:30am - 5:30pm local time.

C.3.5.2 District Obligations. For on-site end-user training, District shall provide an appropriate training environment (e.g., a conference room) and basic training aids, as may be reasonably requested by Contractor, to include a projection system that can be directly connected to a PC or an overhead projector.

C.3.5.3 Onsite Fleet Administration (Optional Service)

Contractor will provide trained onsite personnel (Site Administrators) to perform a variety of Product management activities:

a) Level 1 Site Administrator:

- Replace supplies as needed at each Product location and ensure that adequate supplies are available at the District location
- Clear paper jams as they occur.
- Assist District in the use of Contractor devices
- Coordination with Contractor regarding Product service calls for break/fix support for repairs and maintenance
- Report any occurrences of District dissatisfaction to the Contract Services Manager.
- May collect manual page counts at device, depending on billing infrastructure or non-networked devices.
- Packaging and shipping of Products to be returned to Contractor.

b) Level 2 Site Administrator: performs all Level 1 services, plus the following:

- Provide initial troubleshooting for device problems and/or perform spare device replacements.
- Perform preventative maintenance on device fleet as directed by the Contract Services Manager.
- Provide end-user training as required
- Use of web-based software to manage the fleet.
- Use of software (e.g., Word, Excel) to track usage/activities at District location(s).
- Manage onsite spares.

c) Level 3 Site Administrator - performs all level 1 and 2 services, plus the following:

- Manage print queues through servers and appliances.
- Applies knowledge of NT/Unix/MS platforms to resolve issues with fleet.

C.3.5.4 Existing Fleet Acquisition

Equipment Trade-in Allowances shall be made when it makes practical and economical sense for both Parties, Contractor may offer to acquire and re-deploy certain District owned print Products by including them in an Existing Fleet Acquisition program. Products eligible for transfer of ownership to Contractor will be identified through Discovery and Design process. All such units will be given an acquisition value by Contractor, which will be issued in the form of a credit, upon mutual agreement by District and Contractor. Placement of such Products in the recommended future Fleet will occur as part of each implementation. District will be required to provide a certificate of ownership for all such Acquisition Products. Contractor will be responsible for all future break-fix service and support for the duration of the contract period. District shall be required to certify no prior liens exist at the time of acquisition.

C.3.6 Consumable Supplies

C.3.6.1 Contractor shall provide all consumable supplies (except paper) required for copying, printing, and scanning for leased devices. Consumables shall consist of and are not limited to toner, drum, developer, printer heads, black and color cartridges, etc. The Contractor is required to automatically replenish consumable supply inventories based on monthly production levels and established need.

C.3.6.2 Model Upgrades/Downgrades

C.3.6.3. The contractor agrees to install, at no additional cost to District all critical manufacturer's upgrades within 90 days of the date the upgrade is introduced by the manufacturer. Upgrades to existing equipment will not change existing program prices. Critical manufacturer upgrades If provided model becomes obsolete it shall be replaced with a comparable model. Future and subsequent manufacturer upgrades after

Contractor shall provide upgrade models or new models in lieu of all printers that become obsolete. District retains the right to obtain the most current/new printer model per classification (i.e. personal, managerial, enterprise including reprographic) available to the market place at the established pricing per printer classification (i.e. personal, managerial, enterprise including reprographic) agreed to in the contract/award.

C.3.6.4 Volume Band Adjustments

C.3.6.5 The contractor shall make every effort to ensure that placement of equipment by Volume Band Classifications are directly related to the average monthly volume of copies actually produced. Should the contractor be aware of regular overuse or under use of the printer, the contractor shall

recommend the replacement of that machine with a printer of a volume band appropriate to document usage. The final decision however, as to the volume band of machine appropriate for any site shall rest with the COTR.

C.3.6.6 Meter Reading and Reports

C.3.6.7 The Contractor will be responsible for providing online real time output readings for all networked equipment. The contractor shall outline its approach in tracking the number of pages used per client/per unit and provide monthly reports for management review. The contractor shall use the first year's qualitative and quantitative reports to establish a baseline for each agency. Contractor shall devise a plan to reduce paper usage, and establish other efficient uses of the existing equipment.

C.3.7.1 Relocation of Equipment

C.3.7.2

Although reasonable efforts will be made to ensure proper equipment placement, from time to time a change in location may be required when deemed in the best interest of District. The District shall provide a minimum of five (5) working days written notice to the Contractor for equipment relocation requests. Should additional relocations be required, the Contractor shall provide the relocations at a cost to the District of which shall be agreed to in the contract/award. All relocation of printers will require prior approval from the COTR.

C.3.8 Discovery and Design Services

The Discovery and Design service is comprised of three main elements: a) discovery and design planning, b) and analysis of the current state fleet of devices (for locations defined in this scope of work), and c) design of a future state fleet of devices.

a) Discovery and Design Duties:

- Work with District to validate the need, number and type of devices to be provided. The discovery shall include the types of devices to be provided i.e. - printers, faxes, scanners, copiers, large format printers, etc; and specified configuration details or data points to be gathered for each device type.
- Work with the District to develop a schedule for discovery and design.
- Work with District to plan a seamless approach without affecting District employees.
- Utilize network discovery tools (i.e. multifunction print device management detection software) when necessary and access to any printer inventory and monthly copier volume data to help facilitate and augment the discovery process.
- Systematically walk through the District's locations (included in the scope of the discovery) and identify the location of all discovered in-scope imaging and printing devices. This may include both Contractor and non-Contractor devices.
- Gather information on the capabilities of specific devices to help understand requirements for the future fleet such as color printing, 11x17 paper handling, two-sided printing, and output capabilities (sorting, stapling).
- Perform formal interviews with key users (as identified by District) when necessary in order to capture specific usage and end-user print and imaging requirements or requests. Formal interviews are optional and may be omitted if required by the District or local regulations.

- Upon completion of the discovery and design duties, Contractor will:
Compile the number and models of devices located within the scope of the discovery and provide estimated-District utilization data.

- o Provide color floor maps with location of current District and proposed future-District devices identified.

- o Provide a list of proposed devices in the future fleet (including those existing devices that will be retained and/or removed).

b) District Responsibilities:

- Provide a local onsite District liaison to work with Contractor at each site included in the scope to assist with prioritization and coordination of the discovery effort.
- Work with Contractor to identify any security and safety requirements. Provide any necessary site access badges/escorts and safety equipment needed by Contractor to perform the discovery.
- Provide Contractor with electronic facilities floor plans maps, if available, before discovery begins.
- Provide the contact and location information of any District key-users that are to be formally interviewed.
- Work with Contractor to develop the District's future design criteria and design approval process. Following completion of discovery and design activities for each District location, Contractor and District will mutually agree upon the fleet configuration prior to ordering and installation of Products.

C.3.9 Project Management/Project Plan

The Contractor will develop a comprehensive project plan and assign an onsite or online project manager to address questions related to delivery and installation. The project plan must include a project schedule/timeline detailing elapsed days and project feasibility study on all assumed deliverables. The Contractor shall provide a preliminary project plan based upon the information provided within the SOW and shall begin implementation fifteen (15) days following award and appropriate discovery and design of location(s). Contractor must provide a comprehensive Implementation Plan:

- provide product labels indicating end-user support numbers and supplies.
- transition ongoing support to COTR at implementation and completion of installation.

C.3.10 Performance

C.3.10.1 Copier performance and level of support play a critical role in the District achieving overall mission success. Quarterly status meetings will be held; and, the contractor's performance will be evaluated on a six month basis to ensure compliance with the following performance standard. For the purpose of this contract, the minimum acceptable level of performance for each copier is 95%. This is calculated as follows:

$$8 \text{ hrs/ day} \times 22 \text{ days} = 176 \text{ hrs} \quad 95\% \times 176 \text{ hrs} = 167 \text{ hrs}$$

C.3.11.2 Copier performance level will be tracked through the online, real time web portal and service tickets provided by the appropriate agency technicians. A service ticket shall contain the following information:

- Date
- Time the call was received
- Time the call was completed
- Serial number of the copier
- Bldg/Room location
- Repair performed
- Meter Reading

If the contractor fails to meet the performance standard of 95% per copier per month uptime, the Contracting Officer may request a written plan and schedule for correcting the unacceptable performance. The plan shall identify the estimated time needed to rectify the problem. The plan and schedule are due within 5 working days from the date the Contracting Officer sends the written request to the contractor. Upon receipt of the plan, the Contracting Officer has 5 working days to approve or request a revised plan that shall be submitted within 5 working days. The Contracting Officer, upon receipt of the revised plan, has 5 working days to approve or reject the plan. If the plan cannot be agreed upon by the contracting officer has the right to terminate the contract in accordance with the clause entitled Termination for Cause, of the terms and conditions listed herein.

C.3.11.3 Specific Requirements shall be delineated in each delivery order.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of three (3) years from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2) twelve (12) month option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES

The deliverables for this project shall vary across the term of this agreement and will be mutually agreed upon by the Contractor and the COTR.

F.3.1 Where documents are required, the Contractor shall provide five (5) printed copies of written documents or other evidence of deliverables that shall be provided to the COTR using standard Microsoft Office Suite applications (or other District-established project management standards tools), unless otherwise agreed to. The deliverable shall also be accompanied by an electronic copy (on disk or CD or via email) of the document.

F.3.2 If documents are prepared in PowerPoint or other graphical presentation, the deliverable shall include the required formats (printed + electronic copy of originals file) plus an additional electronic file which has been converted to a format suitable for electronic distribution (example PDF format). Copies shall be filed both with the District Program Manager for incorporation into the overall program files and with the COTR as required for delivery verification.

F.3.3 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.3.4 Deliverable Items (Reports and Plans)

CLIN	Deliverable	Due Date
C.3.3	Delivery and Installation - Implementation Plan	30 Days After Award
C.3.4.2	Preventive Maintenance Plan	30 Days After Award
C.3.5	Education and Training Plan	30 Days After Award
C.3.6.6	Meter Reading and Reports	Monthly
C.3.6.6	Paper Reduction Plan	90 Days After the Start of Contract Year Two
C.3.8	Discovery and Design Services	15 Days After Award
C.3.9	Project Management / Project Plan	Due at Time of Proposal Submission

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

Chief Financial Officer
Office of the Chief Technology Officer
Attn: Accounts Payable
441 4th Street, N.W., Suite 930 South
Washington, D.C. 20001
Telephone: 202 727-2277
Fax: 202 727-1216

G.2.1.1 For cost reimbursable expenses, the Contractor shall submit an original and two (2) copies of each invoice.

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

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

G.2.2.2 Contract number, purchase order number, and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed, including labor rate, person, hours, and task along with approved District timesheets;

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

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

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

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

G.4.1 Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.4.2 ORDERING CLAUSE

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

- G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

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

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

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

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

Annie Watkins, Contracting Officer
Office of Contracting and Procurement
IT Related Equipment and Services CBG
441 4th Street, N.W., Suite 971 North
Washington, D.C. 20001
Telephone: 202 727-0167
Fax: 202 727-1679
Email: annie.watkins@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

Bernard Coleman
Office of the Chief Technology Officer
441 Fourth Street, Suite 920 S
Washington, DC 20001

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 2005-2103, 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

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

H.4 FREEDOM OF INFORMATION ACT

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

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

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.3) in which the Contractor shall agree that:

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

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

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

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.9 DISTRICT RESPONSIBILITIES

H.9.1 The District will provide work space to the contracted team for all allocated work required to be performed at the District's site.

H.9.2 The District will supply a template for timesheet submission by the Contractor. Upon receipt of timesheet submitted by Contractor, District representative will sign and approve timesheet within 24 hours.

H.10 Contractor RESPONSIBILITIES

H.10.1 The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.

H.10.2 During performance of work and at completion of work, provide orderly hand-over of work products and deliverables to designated District representative.

H.10.3 Unless otherwise approved, work must be performed on District premises. Contractor shall be specifically responsible for assuring that personnel have laptops. Unless otherwise specified, Contractor staff shall work onsite at the designated District site during normal business hours.

H.10.4 The Contractor shall provide weekly timesheets, in the formats supplied by the District, reporting all time worked by person's name, days worked, and time worked. Each person is billable only to a maximum of eight (8) hours per day, 40 hours per

week unless prior approval has been granted by the COTR. Contractor must provide timely, necessary information to allow the District to calculate “earned value.”

H.10.5 The Contractor must ensure that timesheets are submitted weekly, by the following Monday, using the District’s timesheet forms only. The timesheets shall be provided electronically to the COTR.

H.10.6 The Contractor may not incur additional subcontractor costs without consent of the District.

H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.12 ADVISORY AND ASSISTANCE SERVICES

This contract is a “nonpersonal services contract”. It is therefore, understood and agreed that the Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.13 HIRING OF EMPLOYEES

By accepting this contract, the Contractor agrees that the District, at its discretion, after completion of the contract period, may hire an individual who is performing services as a result of this contract, without restriction, penalties or fees.

H.14 WAY TO WORK AMENDMENT ACT OF 2006

H.14.1 Except as described in H.14.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.* Living Wage Act of 2006 for contracts for services in the amount of \$100,000 or more in a 12-month period.

- H.14.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.14.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.14.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.14.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.2 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.14.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.14.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.14.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.14.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or

non-renewed. If the insurance provided is not in compliance with all the requirements herein, the district maintains the right to stop work until proper evidence is provided.

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No. 6, dated 5/29/2008.
www.dol.gov/sca.aspx#8

J.1.2 Living Wage Act of 2006

J.1.3 Past Performance Evaluation Form

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at 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 District of Columbia Agency List

J.2.5 DCPS School Directory
<http://www.k12.dc.us/schools/DCPS-SchoolsDirectory.pdf>

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(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 subparagraphs (a) (1) through (a) (3) above.

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and *seven* copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Contractor shall submit (1) one electronic copy (of both the Technical Proposal and Price Proposal) in Microsoft Format. Telephonic, telegraphic, and facsimile proposals **will not** be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCTO-2008-R-0185**."

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

Proposals shall include a table of contents with a detailed listing of information presented in the contractor's proposal and each page shall be numbered.

Proposals shall be organized and presented in the following sections:

Volume I – Business Organization and Reputation - Offerors must provide the full name and address of its organization, including the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing work herein. Indicate whether it operates as a partnership, corporation, or individual. Include the State in which incorporated or license to operate.

Indicate the numbers of years the organization has been in existence. Additionally, list the company's core competencies. Include any appropriate certifications, and/or awards that the organization has received in the past three (3) years. Indicate the number of years the organization has been performing the listed core competencies. List the type and name of the organizations where services have been.

Volume II - Contracting/Pricing Volume - Contracting/Pricing Volume will be submitted separately with all executed RFP Documents. Prices will be evaluated for reasonableness.

Volume III – Technical Capability and Past Performance - Technical Capability will consist of a 30 page or less document that demonstrates the company's capability and experience in the areas of;

1. **Understanding the Requirements** – The offeror shall demonstrate its expertise in providing Multi Functional Printers in large volume. Contractors shall, at a minimum, address all the requirements outline in the statement of work.
2. **Management of Operations** – The offeror shall demonstrate its project management ability specifically addressing the areas in the statement of work, resource management, quality management, financial management, customer relationship management, and contract management to include the timely delivery, installation and maintenance of the requested equipment.
The contractor shall provide a plan that addresses the maintenance of the equipment.

- The contractor shall provide a comprehensive plan demonstrating its methodology to ensure a seamless transition from the existing condition to the contractor proposed solution.

- The contractor shall outline a print management solution in its approach that addresses: tracking the number of pages used per client/per unit, consumables used and provide monthly reports for management review.

- The contractor shall use the first year's qualitative and quantitative reports to establish a baseline for each agency. Contractor shall devise a plan to reduce paper usage, and establish other efficient use of the existing equipment.

- **Contractor shall provide an alternative proposal for the purchase of the District's required equipment outlining the advantages/disadvantages of both options including Lease, Sales and Managed Services.**

3. The offeror shall:
 - a. Give an overview of the project implementation including project leadership and reporting responsibilities.
 - b. Describe the level and type of ability it can provide.

- c. Identify primary contacts for scheduling, contractual, and technical issues.
4. **Quality Control** – Offeror shall provide an approach that will ensure an acceptable level of performance for the services provided to District of Columbia Government.
5. **Past Performance Information** (Submit 3 copies) - Past Performance Information: Past Performance contains three sub factors which are of equal importance to each other; (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction. The offeror shall provide contract references (preferably, at least 3) both for itself and for any major subcontractor to enable the government to assess the quality of the offeror's /major subcontractor's past performance. A major subcontractor is a subcontractor that is expected to perform at least 25% of the work under this contract. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The contracts must have been completed within the last three years or (if still ongoing) have been performed for at least one year. The following information shall be included for each contract:
 - a. Name and address of contracting activity, state or local government agency or commercial customer.
 - b. Contract type (fixed price/cost reimbursement)
 - c. Contract Value
 - d. Brief description of service required under the contract, including performance location(s) and performance period.
 - e. Name and telephone number of individual (administrative contracting officer/program manager) able to provide information about offeror's past performance.

NOTE: The government may elect not to contact all the references provided by the offeror. The government also may contact references other than those provided by the offeror. The offeror's failure to provide a sufficient number of references that can be contacted may result in the inability of the government to assess the quality of the offeror's past performance.

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 (REFERENCE TIME AND DATE ON SOLICITATION COVER PAGE 1, BLOCK 9. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (10) 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 (contact information located in Section G.7), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of the Chief Technology Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of the Chief Technology Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 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.8 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.9 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.10 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.11 PROPOSAL COSTS

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

L.12 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.13 CERTIFICATES OF INSURANCE

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

Annie Watkins
Contracting Officer
Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street N.W., Suite 971 North
Washington, D.C. 20001
Phone: 202-727-5274

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.

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of offeror;

L.16.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 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 contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non responsible.

L.19 PREPROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:00 a.m. on July 7, 2008 at 441 4th Street, Ste 1117, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

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

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M.3 EVALUATION CRITERIA

M.3.1 Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance. Offeror must provide documentation showing the number of years the organization has been performing the core competencies. Offeror must provide the names of the organization where they have delivered services demonstrating core competencies. Offeror must provide appropriate certifications, and/or awards that organization has received in the past three (3) years.

M.3.2 TECHNICAL CRITERIA 70 - Points

a). **Management of Operations - 25 Points** - The District will evaluate the contractor's methodology and approach to determine if the methodology is feasible, logical, efficient and effective. The contractor's plan must include the type of equipment being offered, why the offered equipment is advantageous to the District, delineate how often the equipment will be refreshed or updated provide a plan for servicing and maintaining the equipment once on site (including critical and normal replacement of malfunctioning equipment). The contractor must provide monthly qualitative and quantitative reports per agency per month. The contractor's quantitative and qualitative reports will be used to establish the District's baseline. The baseline will be used to outline a more efficient use of the equipment, reduce paper from the baseline year and meet the technological needs of the District. The contractor must provide an approach that will maximize current District Assets that will be replaced with the contractor's proposed solution.

b). **Past Performance – 15 Points** - Past Performance Information will be evaluated using three categories of equal importance; (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction.

c). **Understanding the Requirement – 10 Points** - Contractors will be evaluated on its demonstrated – managerial and supervisory ability of key personnel, must demonstrate operational controls, lines of authority for coordination and interface with the government, and illustrate how it will meet, maintain or exceed the customer's expectations as identified in Section L and the Statement of Work.

d). **Project Plan - 10 Points** - The District will evaluate the contractor's project plan to determine the management approach and ensure quality standards are being met and maintained for the Government of the District of Columbia.

e). **Quality Control - 10 points** - The contractor's Quality Control Plan (QCP) must demonstrate the contractor's ability to provide oversight, measurements, and reporting processes to ensure compliance with all contract requirements. Offeror shall provide an approach that will ensure an acceptable level of performance for the services provided to District of Columbia Government.

M.3.2 PRICE CRITERIA (30 Points)

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

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

M.3.3 PREFERENCE (12Points)

M.3.4 EVALUATION OF OPTION YEARS

The district will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years.

M.4 OPEN MARKET CLAUSES WITH LSDBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.4.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or 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

100% of the total dollar value of this contract has been set-aside for performance through subcontracting with 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 5 days of the contracting officer's request, 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 are as follows:

- M.4.3.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for 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;
- M.4.3.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.3.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.3.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.3.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.4.3.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.4.4 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.4.4.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.4.4.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.4.4.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid

submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.4.4.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.4.4.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.4.4.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.4.4.7 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 twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.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.5.1 Vendor Submission for Preferences

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

M.5.1.1 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

- M.5.1.2 Evidence of the vendor's or joint ventures 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.5.1.3 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.5.1.4 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.2 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 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.5.2.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.5.2.2 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;
- M.5.2.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.5.2.4 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;
- M.5.2.5 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;
- M.5.2.6 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;
- M.5.2.7 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;

M.5.2.8 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

M.5.2.9 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.5.3 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses 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 contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M.6 *EVALUATION OF PROMPT PAYMENT DISCOUNT*

M.5.1 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.5.2 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.

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