

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Inmate Telephone System		Page of Pages 1	
2. Contract Number	3. Solicitation Number DCTO-2008-R-0217	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 6/24/2008	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 Information Technology Unit 441 4th Street, NW, Suite 930S Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Information Technology Unit 441 4th Street, NW, Suite 703 South, 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 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time 24-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 Rhoda A. Veney	B. Telephone			C. E-mail Address <a href="mailto:rhoda.veney@dc.gov">rhoda.veney@dc.gov</a>
		(Area Code) 202	(Number) 727-0121	(Ext)	

### 11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	28
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	4	X	J	List of Attachments	334
x	D	Packaging and Marking	17	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	17	Representations, certifications and other statements of offerors			
X	F	Deliveries or Performance	18				
X	G	Contract Administration Data	19	X	L	Instructions, conditions & notices to offerors	38
X	H	Special Contract Requirements	24	X	M	Evaluation factors for award	45

### OFFER

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

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	18. Offer Date
17. Signature			

### 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 Department of Corrections (the District) is seeking a contractor to provide an inmate telephone service at the District of Columbia Department of Corrections Detention Facility (CDF).

**B.2 REQUIREMENTS**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities, which may be ordered from the Contractor by the District, or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) 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.
- c) The Contractor shall complete any order issued during the effective period of this contract and not completed within that period 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 PRICE SCHEDULE - REQUIREMENTS**

The Contractor's fixed unit price shall include all direct and indirect cost for the performance of services specified herein.

**B.3.1 BASE PERIOD**

CLIN	ITEM DESCRIPTION	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
00 01	Provide Telephone Services for the Department of Corrections Inmates population in accordance with Section C.3	\$ _____		\$ _____
<b>Total for Option Year One</b>				\$ _____ —

**B.3.2 OPTION YEAR ONE**

CLIN	ITEM DESCRIPTION	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
10 01	Provide Telephone Services for the Department of Corrections Inmates population in accordance with Section C.3	\$ _____		\$ _____
<b>Total for Option Year One</b>				\$ _____ —

**B.3.3 OPTION YEAR TWO**

CLIN	ITEM DESCRIPTION	PRICE PER UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED PRICE
20 01	Provide Telephone Services for the Department of Corrections Inmates population in accordance with Section C.3	\$ _____		\$ _____
<b>Total for Option Year Two</b>				\$ _____ —

DCTO-2008-R-0217

Inmate Telephone Services

**B.3.4 OPTION YEAR THREE**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE PER UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>TOTAL ESTIMATED PRICE</b>
30 01	Provide Telephone Services for the Department of Corrections Inmates population in accordance with Section C.3	\$ _____		\$ _____
<b>Total for Option Year Three</b>				\$ _____ —

**B.3.5 OPTION YEAR FOUR**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>PRICE PER UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>TOTAL ESTIMATED PRICE</b>
30 01	Provide Telephone Services for the Department of Corrections Inmates population in accordance with Section C.3	\$ _____		\$ _____
<b>Total for Option Year Four</b>				\$ _____ —

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The District of Columbia Department of Corrections (DOC) is seeking a Contractor to provide inmate telephone services 24 hours a day, 365 days a year at the Central Detention Facility (CDF) for approximately 2600 inmates while complying with Public Service Commission and in accordance with D.C. Law 13-280.

**C.1.1 APPLICABLE DOCUMENTS**

<b>Docu ment No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>1</b>			

**C.1.2 DEFINITIONS**

N/A

**C.2 BACKGROUND**

The District of Columbia Department of Corrections (DOC) provides public safety by ensuring the safe, secure, and humane confinement of pretrial male and female misdemeanor detainees, sentenced misdemeanants and felons pending transfer to federal institutions. The DOC is a major component of the District's public safety cluster. The management and operation of the District's correctional system fosters community and business confidence and security. The DOC is guided by principles of a professional and orderly custodial environment that provides for the basic needs and personal care and safety of inmates.

**C.3 REQUIREMENTS**

The Contractor shall be responsible for providing all labor, materials and equipment necessary to furnish, install, and maintain a coin less, collect call, commissary account debit type telephone system appropriate for inmate use in the District of Columbia Department of Corrections Central Detention Facility. The system proposed shall consist of all necessary equipment and the installation of one hundred and forty (140) 'fixed' type standard inmate telephones. The system must be a microcomputer based system and be designed to allow future expansion by the use of additional "modules" or "components" without complete system replacement. The Vendor shall be responsible for coordinating the installation and operation of the system with the local Telephone Company (ies) and the Vendor shall be responsible for all types of calls (e.g. local, intra-lata, inter-lata, intra-state, and inter-state).

**C.3.1** System features: a comprehensive description of system features should be included and the system proposed must contain at minimum the features listed

below.

- C.3.1.1** System Control - The system must be equipped with an on-site microprocessor-controlled computer with both remote diagnostic capability and a printer for management reporting. The system must not require a live operator or an on-site manager to function.
- C.3.1.2** The system must store all call information and all parameter setups within an Oracle relational database.
- C.3.1.3** Toll Free Calling - The system must allow Toll Free calls from inmates to their attorneys and/ or bondsmen provided the attorney or bondsmen is in the local calling area. Toll Free calls shall be limited to local numbers, which can be placed by dialing a 7 -digit number. These numbers must be able to be assigned globally for all inmates or individually for one inmate. Example: A number to an attorney must be accessible to all inmates, but at the same time may be restricted for an individual inmate.
- C.3.1.4** Call Duration Limiting -The system must allow an adjustable call duration time to be set by the Department of Corrections. During the call, a prerecorded voice message must give a warning that informs both the inmate and the called party of the time remaining on the call. There must be three warning messages played during the call and the call must be automatically terminated after the final warning message, indicating that the call duration has expired, has been played.
- C.3.1.5** Call Blocking - The system must provide a method for District of Columbia Department of Corrections personnel to enter restricted (blocked) numbers, which will be checked automatically by the system when a call is attempted. The system must not allow calls to be placed to any blocked number. Numbers must be able to be blocked globally, by Inmate, by route, by dialed phone number by day of week and time of day. Example: A number to a Judge must be blocked to all inmates, but at the same time may be allowed for an individual inmate. There must be no limitations to the amount of blocked numbers that the system can handle.
- C.3.1.6** Call Restrictions - The system must provide a method for District of Columbia Department of Corrections personnel to restrict calls, which will be checked automatically by the system when a call is attempted. The system must be able to restrict the number of calls that can be placed by day, by week; or by month; the system must be able to restrict the calls based on dollar amount allowed by day, by week or by month; additionally, the system must be able to restrict calls based on call cost by day, by week, and by month. All of the above call restrictions must be able to be placed into effect either globally or for specified inmates.

- C.3.1.7** System Disconnect - The system must be capable of electronically shutting off individual phones or all phones from any terminal on the network, provided the user has access rights.
- C.3.1.8** Incoming Call Restriction - The system must not allow any incoming calls.
- C.3.1.9** Fraud Prevention Features - The system must not allow inmate hook switch, credit card calls, directory assistance calls, 800 calls, 900 calls, etc., or allow the inmate to remain on the line after a computer-placed call is completed in order to receive second dial tone.
- C.3.1.10** Reporting - The system must have the ability to record and store basic call data and be able to provide management reports. This data must be stored for a minimum of three years on a computer located in the Department of Corrections. The data must be accessible to authorized Facilities Personnel and include at a minimum the following information: inmate placing call, call type (local, intra-lata, inter-lata, etc.), number of calls made, date of call, time of call, originating number, destination of number, phone and area that call originated from, length of call, start time of call, end time of call, and the digit called party pressed to accept or reject call. All call data must be accessible through Crystal Report Professional reporting product.
- C.3.1.11** System Power - All inmate telephones must be line powered; i.e., require no AC power or backup batteries, and automatically reset/ restart following power failure.
- C.3.1.12** Telephones - Telephones and handsets must be heavy-duty type and have a quality and durability consistent with the intended placement and use. Telephones shall have no removable parts or exposed wiring, and handset may only have a steal-braided cord with a maximum length of 12-18".
- a. All new inmate telephones provided by the vendor shall have in-built video capability.
  - b. The vendor shall be required to replace all of the existing inmate telephones inside CDF with video capable telephones.
  - c. All telephones shall have the capability to video conference/video visitation.
  - d. All telephones located in an inmate visitation room shall have the capability to be centrally routed to any inmate telephone in a housing unit.

**C.3.1.13** Vendors are required to identify their capabilities in providing the following requirements and explain each feature in detail:

**C.3.1.13.1** Automated direct dial call processing. The system must fully process all inmate placed calls utilizing the computer based call processing unit. At no time will the system allow the inmate to reach a live operator to gain assistance.

**C.3.1.13.2** Inmate access by Personal Identification Number (PIN), which can accommodate unlimited PIN's. The PIN numbers must be automatically generated when a new inmate is booked into the Jail and Community Corrections System (JACCS) and transfer the Pin number to the Inmate telephone system without any user intervention.

**C.3.1.13.3** System must have a globally allowed database that controls all numbers being called by the inmates. The system must not have any limitation on the number of allowed numbers that the system can handle. The inmate specific allowed numbers and the phone specific allowed numbers must always override the global blocked numbers. As an example if a phone number is in the global blocked number database but assigned as an allowed number to a specific inmate, that inmate will be permitted to place a call to that number.

**C.3.1.13.4** System must have a globally blocked database that controls all numbers being called by the inmates. The system must not have any limitation on the number of blocked numbers that the system can handle. The inmate specific blocked numbers and the phone specific blocked numbers must always override the global allowed numbers. As an example if a phone number is in the global allowed number database but assigned as a blocked number to a specific inmate, that inmate will not be permitted to place a call to that number.

**C.3.1.13.5** System must allow calls outside the USA to destinations using standard 1 a-digit calling (A/ C + 7 -digit number) such as Puerto Rico, Virgin Islands, Caribbean, Mexico, etc. In addition, the system must allow calls to areas in the world that do not support ten-digit calling, allowing the inmate to dial Country Code, city code, and number. To

place international or overseas calls the system must process these calls using a direct debit system, which automatically deducts the charges for these calls directly from the Inmates account, Real Time without any user intervention. The system must not utilize credit cards, calling cards, or require any additional PIN numbers All calls made outside the USA must be made using the Microprocessor base Inmate telephone system provided by the Primary vendor, not requiring the use of any subcontractors or any third party equipment.

- C.3.1.13.6** Must have the ability to assign unlimited allowed or blocked numbers per PIN. These allowed/blocked numbers must override the Global allowed/blocked call table and be unlimited in amount. Example: A number to a Judge must be blocked to all inmates, but at the same time may be allowed for an individual inmate.
- C.3.1.13.7** (PIN) must provide class of service capability such as local calls only, long distance calls only, local and long distance, International calls, Out of country calls, Debit calls, and an unlimited table of numbers that can be designated as allowed/blocked, or any combination thereof. Example: An inmate with a specific PIN number may only be able to complete only collect local calls while being able to complete any other call via the debit system.
- C.3.1.13.8** If the system fails, or power is interrupted, all inmate telephones must automatically be disconnected. While the system is non-functional, inmates must not be able to gain access to outside trunk lines and these trunk lines must be automatically disabled by the system without any user intervention. Once power has been restored, or the system has been repaired, the system must automatically re-boot, re-initializing all inmate phones and re-connecting all trunk lines automatically without any user intervention.
- C.3.1.13.9** The vendor must be capable of remotely diagnosing system problems and the potential must exist for the remote correction of system problems or failure. In addition, the system must be capable of automatically alerting service personnel if there is a system abnormality.
- C.3.1.13.10** Programmable conversation length (i.e., 15-minutes, 30-minutes ETC.) which is programmable either system wide,

for a specific phone, for specific routes, by specific inmates, or for a specific number. This programmable length must be able to be assigned globally for all inmates, individually for a specific phone, or for a particular inmate.

- C.3.1.13.11** Ability to limit the number of calls placed by an inmate based on number of calls per day, number of calls per week, number of calls per month, cost of completed calls per day, cost of completed calls per week, cost of completed calls per month, or any combination thereof. As an example all inmates may be able to place unlimited calls with the exception of John Doe. John Doe may have the number of calls he can place limited to three a week or even one a day. This must be configurable by the Department of Corrections.
- C.3.1.13.12** Programmable On/Off times for all telephones. The System must have the ability to allow each phone (to be activated/deactivated individually by time of day and day of week. The number of times the phone(s) can be activated/deactivate must be unlimited. Example: The District of Columbia Department of Corrections wants all phones to turn on at 0700 and turn off at 2300; however, the District of Columbia Department of Corrections wants the phone in NW -1 to be accessible only during the hours of 1500 to 1700, Monday through Friday, while the phone in SE-3 is to be accessible Saturdays from 0700 to 0900 and Sundays from 0900 to 1100 and 1500-1700.
- C.3.1.13.13** Capability to provide a system that allows local, intra-lata, inter-lata, interstate, international, and overseas calls to be debited directly from an inmate's commissary account in JACCS. The Vendor shall provide a seamless interface between the phone system and JACCS so that the charges for the phone call are deducted directly from the inmate's commissary account in real-time without any intervention from the user, vendor, or external programs.
- C.3.1.13.14** The system must be capable of real-time and delayed call record reporting by time of day, date of call, call duration most frequently called number, PIN number, dialed number, phone, area code, telephone exchange cost of call, or any combination thereof. The system must also be capable of allowing the District of Columbia Department of Corrections to form its own reports based upon the data that the phone system collects.

- C.3.1.13.15** The system will not allow incoming calls, and system must not allow inmates to call other phones on the system.
- C.3.1.13.16** The system must have the option to allow calls only to numbers that have been pre-authorized and must prohibit new inmates from making calls until those numbers have been assigned.
- C.3.1.13.17** The system must be capable of automatically assigning a facility-specified number of allowed phone numbers to each inmate. In addition, the facility must have the option to change the reset interval for automatic allowed numbers. For example, if the facility sets the number of phone numbers to five, the first five unique completed phone numbers called by the inmate will become that inmate's allowed numbers. If a reset interval was set to 30 days, then all numbers will automatically be removed from the inmates allowed list after 30 days. After the numbers have been removed, the next five unique completed phone numbers called by the inmate will become that inmate's allowed numbers until the next reset date.
- C.3.1.13.18** The system must have the capability to restrict phone calls based on area code, exchange, destination number, or a range of numbers. Example: The system must be able to restrict calls from being made to any number that has the area code of 904, has an exchange of 234, and is within a range of numbers such as 3300-3488 or any combination thereof.
- C.3.1.13.19** The system must have the ability to prohibit phone calls to 800 numbers, 900 numbers, 888 numbers, 964 numbers, 911 numbers, payphones, cell phones, live operators, etc.
- C.3.1.13.20** System must not allow any communication between the inmate and the called party before the called party positively accepts the call.
- C.3.1.13.21** Each inmate telephone must have the ability to dynamically select the first available trunk line using logical microcomputer controlled concentration. Inmate telephones must not be tied to specific trunk lines, and inmate telephones must not be forced to share a trunk line. As an example if an inmate makes a call from a telephone located

in NW -1 that phone will select the first available trunk line.

**C.3.1.13.22** The Vendor must provide a dedicated phone line to provide on-line system diagnostics and troubleshooting.

**C.3.1.13.23** The system must have the capability of running on a Windows NT /2000 network and have the ability to be monitored from any computer on the network by any authorized user. Furthermore, all configuration parameters of the phone system must be able to be modified from any computer on the network, provided the current user has security clearance and password rights.

**C.3.1.13.24** Vendor must have the capability to place commissary orders via inmate telephone. When the inmate is ordering the commissary, the inmate telephone system must interface with the current commissary and inventory system. As the inmate orders an item, the system must do the following:

- a. Allow an inmate to change his/her order at any time during the facility-defined ordering period.
- b. Verify that the inmate is allowed to have that item and that no restriction on the item that has been placed by the current JACCS system.
- c. Inventory within JACCS must be verified and updated in real-time as items are added or removed from an inmate's order.
- d. The inmate's account balance must be verified and updated in real-time as items are added or removed from his or her order.
- e. Allow the facility to choose between spoken item numbers or the actual name of the product to identify a commissary item to the inmate.
- f. Allow the inmate to review his or her order details, including the items and quantities order followed by a total for the order and his or her remaining inmate account balance.

**C.3.1.13.25** Vendor must have the capability provide digital call recording that can meet the following requirements:

- a. Record all calls placed on inmate telephone system
  - b. Record all calls placed by specific inmates.:
  - c. Record all calls placed to specific numbers.
  - d. Allow an authorized user on the system to start recording on user-selected calls in process.
  - e. Maintain a catalog of all calls that have been recorded. This catalog must contain the inmate call data and be searchable.
  - f. All recorded calls must either reside online or be accessible from archived storage media.
  - g. Recorded calls must be able to be exported to portable media (i.e. CD-R, CD-RW, DVD-R, DVD-RW) in the following formats: Windows@ WAV, PCM, and MP3.
  - h. All call recording must be part of the microcomputer system and not require external recording devices.
1. Authorized users, at configured multimedia computers on the LAN, must have the ability to listen to recorded calls using the computer's sound system.

**C.3.1.13.26** Vendor must provide a software management suite that allows for the following:

- a. A call reporting application the can generate dynamic reports for all completed and attempted calls on the system. The user must be able to filter this report on at least a minimum of the following fields: date of call, time of call, phone number dialed, telephone ID, inmate name, call charges, and minutes. In addition, the software should provide the ability to sort on one or more of these fields simultaneously.
- b. A phone number reporting application that displays billing status, globally blocked status, inmate blocked status, and inmate allowed status. In addition, the application should allow the user to research completed and attempted calls to the phone number. The user must be able to filter this report on at least a minimum of the following fields: date of call, time of call, phone

number dialed, telephone ID, inmate name, call charges, and minutes. In addition, the software should provide the ability to sort on one or more of these fields simultaneously.

- c. An inmate maintenance application that allows the facility to enter allowed phone numbers, blocked phone numbers, calling restrictions, and time restrictions. The application should allow the user to research completed and attempted calls for the inmate. The user must be able to filter on all of the following fields: date/time of call, phone number, call charges, and minutes. In addition, the software should provide the ability to sort on one or more of these fields simultaneously.
- d. A global number maintenance application that allows the facility to enter numbers which are allowed or blocked for all inmates.
- e. The ability to produce pre-defined management and research reports.
- f. To have interface with “word spotting” software made available by Value Added Communications (VAC)

**C.3.1.13.27** Inmate telephone system must have the capability to handle up to ten (10) different languages at one time.

**C.3.1.13.28** Authorized users must be capable of listening to calls from any configured multimedia computer.

**C.3.1.13.29** Inmate telephone system must have the capability of identifying the cost of the call to the inmate and the called party prior to the call being placed or accepted. This notification shall be in the form of a rate quote that either party can receive via a selected key press.

**C.3.1.13.30** Called party must have the ability to positively refuse or accept the call by pressing the specified number on their phone. System must also have the capability of allowing the called party to either press a number which will instruct the system to not allow any more calls from that inmate or press a different number to block all further calls from the entire District of Columbia Department of Corrections.

- C.3.1.13.31** When an inmate is booked into JACCS, a Telephone ID number must automatically be added to the telephone system. This number must be able to be facility-defined, and the creation of this number must not require any intervention by system users.
  - C.3.1.13.32** The inmate phone program must have the ability to allow multiple users concurrent access to the system. . These users must have the ability to have their own individual passwords. These passwords must have the ability to allow the user to view only, add, modify, or delete information on a screen-by-screen basis. Every time a system user logs into the system, his or her activity must be tracked by a password audit trail.
  - C.3.1.13.33** The system must have the ability to record the inmate's name automatically during his or her first call. If the name is recorded automatically, the inmate will never be asked for his or her name again. If the name is recorded incorrectly or needs to be changed, then an officer with proper security clearance must either have the inmate restate his or her name from a secure phone or clear the name for re-recording upon the next placed call.
  - C.3.1.13.34** System must have the ability to view the status of all phones from any computer on the network that has proper security clearance. The View Screen must provide, at a minimum, information such as Status of Phone, number of minutes and seconds the phone call has been in progress, any numbers that are alarmed, and any numbers that are being recorded number dialed must be approved by the District of Columbia Department of Corrections prior to beginning work.
- C.3.2.** Training - Following system installation and at a time to be selected by the District of Columbia Department of Corrections, the successful Vendor shall provide on-site training of a type and duration necessary for selected District of Columbia Department of Corrections personnel to become experienced in the operation of the inmate telephone system. The Vendor at no cost to the Department of Corrections shall supply all training.
- C.3.3.** System Maintenance - The successful Vendor shall be responsible for all costs associated with system operation maintenance, including replacement of faulty or damaged equipment. Out-of-order equipment shall be repaired or replaced within twenty-four (24) hours of notification.

- C.3.4.** System Software - The Vendor shall provide system software and updates on a periodic basis. The Vendor must stipulate whether the software for the system is an additional charge on installment and future updates.
- C.3.5.** System User (Inmate) Fees and Charges - The inmate fees and charges must be identified as either an inter exchange carrier (IXC) or as a reseller for both local and long distance rates applicable to the existing, telephone service at the Department of Corrections. Inmates shall not be charged a surcharge, commission, or other financial imposition that is in excess of the maximum established rates for local or long-distance telephone service determined by the Public Service Commission of the District of Columbia, pursuant to D.C. Law 13-280, "Fair Phone Charges For Prisoners Act of 2000". All fees, charges and or rates proposed must be given in detail in the proposal.
- C.3.6.** Additions Deletions of Telephone - After initial installation the successful Vendor shall be required to increase or decrease the number of telephones in the system at no cost to the Department of Corrections.

**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 November, 2004.

**SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five \*(5) Inspection of Supplies [if applicable], and clause number six \*(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

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

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

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

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

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

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

**F.3 DELIVERABLES**

<b>CLIN</b>	<b>Deliverable</b>	<b>Qty</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

## **SECTION G : CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

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

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

### **G.2 INVOICE SUBMITTAL**

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

Loretta A. Braxton  
Cluster Comptroller  
Public Safety & Justice  
300 Indiana Avenue, NW  
Suite 4068  
Washington, DC 20001  
Phone: (202) 727-4854  
Fax: (202) 724-7518  
[loretta.braxton@dc.gov](mailto:loretta.braxton@dc.gov)

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

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

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

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

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

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

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

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

**G.2.2.8** Authorized signature.

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

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

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

### **G.4 PAYMENT**

The District will pay the amount due to the Contractor upon completion and acceptance of each item in accordance with the unit prices stated in Section B.3. and upon presentation of a properly executed invoice.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

### **G.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

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

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

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

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

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

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

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

## **G.7 CONTRACTING OFFICER (CO)**

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

Annie R. Watkins  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700  
Washington, DC 20001  
Phone: (202) 727-5274  
Fax: (202) 727-1679  
[annie.watkins@dc.gov](mailto:annie.watkins@dc.gov)

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

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

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

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

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

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

Keith Godwin  
Chief Network Officer  
DC Department of Corrections  
1923 Vermont Avenue, N.W.  
Washington DC 20001  
Phone: (202) 671-2074  
Fax: (202) 671-0169  
[Keith.Godwin@dc.gov](mailto:Keith.Godwin@dc.gov)

- 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 No. 1994-2103, Revision No. 6, dated May 29, 2008 (Attachment J.1), 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.

Inmate Telephone Services

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 reliability 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.2.4) in which the Contractor shall agree that:

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

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

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

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

Inmate Telephone Services

**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.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

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

Inmate Telephone Services

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

Inmate Telephone Services

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 the contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage's prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and

Inmate Telephone Services

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 per disease.
- (d) Employer's Liability, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure

**I.87.2 Transportation and Specialty Equipment:**

- I.8.2.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- I.8.2.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- I.8.2.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- I.8.2.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- I.8.2.5** If District property is being transported, Motor Cargo Insurance with limits sufficient to cover the replacement cost.

**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

Inmate Telephone Services

Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Standard Contract Provisions (Attachment J.2).

**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.2103, Rev. 6, May 29, 2008

**J.2 INCORPORATED ATTACHMENTS** *(The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the offer.)*

**J.2.1** LSDBE Certification Package

**J.2.2** E.E.O. Information and Mayor's Order 85-85

**J.2.3** Tax Certification Affidavit

**J.2.4** First Source Employment Agreement

**J.2.5** Cost/Price Data Package

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_

Inmate Telephone Services

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.

Inmate Telephone Services

- (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);*

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7 TAX CERTIFICATION**

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

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

**L.1.2 Initial Offers**

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

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

One original and three (3) 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. 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-0217, Inmate Telephone System.

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

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

**L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 PM local time on July 24, 2008. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

Inmate Telephone Services

- (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 five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) 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

Inmate Telephone Services

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, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W., Room No. 700 South, Washington, DC 20001, (202) 727-0252, 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 Contracting and Procurement 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 Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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

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

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

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

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

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

**L.7 PROPOSALS WITH OPTION YEARS**

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

**L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or

should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the

Contract Appeals Board  
717 14th Street, N.W., Suite 430  
Washington, D.C. 20004

The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.9 SIGNING OF OFFERS**

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

#### **L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

#### **L.11 RETENTION OF PROPOSALS**

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

#### **L.12 PROPOSAL COSTS**

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

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

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

Inmate Telephone Services

to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.14 CERTIFICATES OF INSURANCE**

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

Annie R. Watkins  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 930S  
Washington, DC 20001  
Phone: (202) 724-5274  
Fax: (202) 727-1679  
[annie.watkins@dc.gov](mailto:annie.watkins@dc.gov)

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.19 STANDARDS OF RESPONSIBILITY**

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

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or 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.

**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.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as an evaluation factor. The District reserves the right to use past performance information obtained not only from sources identified by the Offeror, but from other customers known to the District, consumer protection organizations, and others who may have useful and relevant information.

**M.2 EVALUATION OF OPTION PRICES**

The Offeror shall include option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option year pricing. 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 Government to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.3 TECHNICAL RATING SCALE**

The technical rating scale is as follows:

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

Inmate Telephone Services

For example, if an evaluation factor has a point value of 0 to 25 points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 25 or 20. Again, assuming an evaluation factor has a point value of 20, the District evaluates the Offeror's proposal as "Poor," the score for that evaluation factor is 2/5 of 25 or 10. Sub-factor scores will be added to determine the score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor.

**M.4 EVALUATION FACTORS**

Each of the following evaluation factors and sub-factors, listed below in descending order of importance, will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors.

**M.4.1 TECHNICAL FACTORS (80 points maximum)**

**M.4.1.1 Technical Approach (40 points maximum)**

**M.4.1.1.1** The Offeror has presented a technical approach to meet the requirements and performance standards for providing inmate telephone services to DOC, including a start-up/transition plan, subcontracting plan, information technology systems and reporting capabilities.

**M.4.1.1.2** The Offeror has presented a demonstrated approach to quality assurance and quality improvement.

**M.4.1.1.3** The Offeror has presented a comprehensive approach to comply with the requirements for utilization management.

**M.4.1.2 Technical Capacity (20 points maximum)**

**M.4.1.2.1** The Offeror has proposed key personnel that possess the necessary qualification for and experience in successfully providing inmate telephone services. Check of references provided for key personnel show that the proposed staff member has provided satisfactory service to other clients.

**M.4.1.2.2** The Offeror has proposed an overall organization plan, management structure, and staffing plan to successfully complete the requirements of the solicitation.

**M.4.1.2.3** The Offeror has presented an approach to obtaining accreditation, and credentialing and training staff.

**M.4.1.3 Previous Experience and Past Performance of Offeror** (20 points maximum)

**M.4.1.3.1** The Offeror has demonstrated its ability to perform the requirements by its and its subcontractor's relevant, successful past performance on similar contracts identified in Tab 2 of its proposal. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, overall satisfaction of the Offeror's past performance, and the Offeror's previous experience. The Offeror is not party to any settled or pending litigation that would negatively affect the Offeror's ability to provide services under this contract.

**M.4.2 PRICE FACTOR** (20 points maximum)

The Offeror's total price for the base and option years will be converted to a price score as listed below. For purposes of evaluation of price, the District will use the proposed price for CLINs 0001 to determine the total price. Price is less important than the combined weight of the technical factors listed above.

Lowest Price Proposal for base period + option years

Price of Proposal Being Evaluated for base period + option years X 20 = \_\_\_\_\_ Score

**M.4.3 PROPOSAL EVALUATION**

The total evaluation score of a proposal shall be determined as described below:

The technical points and price points for each proposal will be converted to a score by applying the following formula:

Technical Score (80 points max.)	_____ Points
+	
Price Score (20 points max.)	_____ Points
TOTAL POSSIBLE TECHNICAL AND PRICE POINTS	100 Points
TOTAL POSSIBLE PREFERENCE POINTS	12 Points
MAXIMUM TOTAL POINTS	112 Points

**OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.5 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

Inmate Telephone Services

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.5.1 General Preferences**

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

- M.5.1.1** 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.5.1.2** 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.5.1.3** 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.5.1.4** 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.5.1.5** 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.5.1.6** 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.5.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1** 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.5.2.2** 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.5.2.3** 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.5.2.4** 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.5.2.5** 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.5.2.6** 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.5.3 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.5.4 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.5.5 Vendor Submission for Preferences**

**M.5.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.5.5.1.1** 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.5.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.