

SOLICITATION, OFFER, AND AWARD		1. Caption DCGov Content Management system		Page of Pages 1 76	
2. Contract Number	3. Solicitation Number DCTO-2008-R-0232	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 7/3/2008	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside Cooperative Agreement
7. Issued By: Office of Contracting and Procurement 441 4TH Street, NW, Suite 971N Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 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 4-Aug-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 Melford G. Brown	B. Telephone			C. E-mail Address melford.brown@dc.gov
		(Area Code) 202	(Number) 727-0229	(Ext)	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

SECTION B

SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (District) is seeking a contractor to implement and maintain a District-wide Web Content Management System (CMS).

B.2 The District contemplates award of fixed price contract.

B.3 CLINs support requirements in Section C.

B.3.1 Cost will be evaluated based on the total cost of ownership over a 5 year period. The contract itself will be awarded as a base contract, with 4 one-year options. The District will accept proposals that offer a least one of three (3) potential pricing strategies. Due to the total cost that the District will incur, solutions are listed in the order of preference. For each pricing strategy, include pricing for the District to own all customizations and include if there is a commercially available product version:

- 1) **SAAS** (Software **As A Service**): The vendor owns, manages and maintains the entire system and the District pays a fee for “service” that meets its specification and volume, while providing the proper interfaces that would allow the District to integrate the data with other systems. The District owns all customizations and has the potential to ‘buy back’
- 2) **Hosted / Outsourced**: The District purchases the software, and possibly hardware as well, but the vendor (or subcontractor managed and paid by the vendor) proposes to host and manage the system and maintains the hardware and software upgrades and charges the District a fee for this service.
- 3) **District-Owned**: The District would purchase and own all hardware and software and maintain it after the “go-live” date.

Separate sections for proposing any of the three (3) types of solutions are provided in Section B.3.3, B.3.4, and B.3.5 respectively. Please determine the pricing strategy you wish to propose and complete the appropriate section. Blank responses will constitute a declaration that the CLIN is not needed for the proposed pricing model. If more than one approach is being proposed as alternatives, please submit separate cost proposals for each.

B.3.2 In order to properly price the system for the entire five (5) years, the following information must be used:

- Base year: unlimited total administrative users and 30 concurrent administrative users
- 1st and 2nd Option years: unlimited total administrative users and 60 concurrent administrative users
- 3rd & 4th Option years: unlimited total administrative users and 80 concurrent administrative users
- Bandwidth / Disk Space (includes current CMS and legacy HTML sites):

- Current Bandwidth for portal (add 30-50% for each out year)
 - 5,205,755,754 Kbytes total transferred (complete year)
 - 433,812,980 Kbytes monthly average
 - Current Web Disk Space (add 30-50% for each out year)
 - 1109 GB
 - Current SQL Disk Space (add 30-50% for each out year)
 - 307.5 GB
 - Web usage rates used for sizing will be:
 - Base year: 18 million hits per year, 50,000 hits/day (90,000 peak hits/day)
 - 1st 2ndnd Option years: 25 million hits per year, 70,000 hits/day (120,000 peak hits/ day)
 - 3rd & 4th Option years: 35 million hits per day, 100,000 hits/day (140,000 peak hits/day)
- “Web usage” and ‘hits’ refers to how often unique and returning visitors view the website.
- Additionally, the Offeror must provide a verifiable reference client of similar size and web usage rates as that proposed to validate the projected hardware configuration.
 - Other sizing information can be used if a full explanation is provided. Should other sizing information be provided, the District reserves the right to have all respondents re-propose their cost based on the additional sizing information provided by any single vendor.

B.3.2.1 Total Cost of Ownership (TCO) Analysis. The contractor’s project manager, working with the OCTO Project Manager, shall deliver an estimated TCO that identifies future development, refresh, and operational costs over a five-year period. This document is due no later than 60 days after the start of the project.

B.3.3 The following CLINs shall be used if the vendor wishes to propose a **SAAS** (see B.3.1 for definition) solution.

B.3.3.1 This set of CLINs constitute Base year Therefore sizing information for Base year information from B.3.2 shall be used.

B PRICE SCHEDULES – REQUIREMENTS

BASE YEAR

CLIN	Description SAAS	Unit	Total Estimated Price
0001	Content Management System (CMS) system / software	lot	
0002	Configuration / Customization to the core / base system.	lot	
0003	Installation and setup (includes all template and user group setups/ content migration activities) to implement all CMS functionality, including integration with all current DC.Gov websites, and to establish the base / core framework system.	lot	
0004	QA Development and Testing of all migrated content, CMS functionality and update/approval workflow configuration	lot	
0005	Initial Onsite Training: 1) Group Training for Developers; 2) Group Training for Administrative Users/Web Editors	lot	
0006	Monthly Onsite Training for administrative users (up to 20 per training session)	lot	
0007	All go-live activities to deploy all CMS functionality, including DNS/domain routing, etc	lot	
0008	Annual maintenance / support fee	lot	
0009	Annual License / Subscription Cost	lot	
0010	Other / Supporting Software Required (specify separately)	lot	
0011	Other Required Components (specify separately)	lot	
0012	System Upgrades & Enhancements	lot	
0013	Other (specify separately)	lot	
	Total:		

B.3.3.2 This set of CLINs constitute Option Year1. Therefore sizing information for 1st & 2nd year information from B.3.2 shall be used.

OPTION YEAR ONE (1)

CLIN	Description		Unit		Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Annual maintenance / support fee		lot		
0003	Annual License / Subscription Cost		lot		
0004	Other / Supporting Software Required (specify separately)		lot		
0005	Other Required Components (specify separately)		lot		
0006	System Upgrades and Enhancements		lot		
0007	Up to 1000 hours of configuration / development / testing services		lot		
0008	Other (specify separately)		lot		
	Total:				

B.3.3.3 This set of CLINs constitute Option Year 2. Therefore sizing information for 2nd & 3rd year information from B.3.2 shall be used.

OPTION YEAR TWO (2)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Annual maintenance / support fee		lot		
0003	Annual License / Subscription Cost		lot		
0004	Other / Supporting Software Required (specify separately)		lot		
0005	Other Required Components (specify separately)		lot		
0006	System Upgrades and Enhancements		lot		
0007	Up to 1000 hours of configuration / development / testing services		lot		
0008	Other (specify separately)		lot		
	Total:				

B.3.3.4 This set of CLINs constitute Option Year 3. Therefore sizing information for 3rd & 4th year information from B.3.2 shall be used.

OPTION YEAR THREE (3)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Annual maintenance / support fee		lot		
0003	Annual License / Subscription Cost		lot		
0004	Other / Supporting Software Required (specify separately)		lot		
0005	Other Required Components (specify separately)		lot		
0006	System Upgrades and Enhancements		lot		
0007	Up to 1000 hours of configuration / development / testing services		lot		
0008	Other (specify separately)		lot		
	Total:				

B.3.3.5 This set of CLINs constitute Option Year 4. Therefore sizing information for 3rdth & 4th year information from B.3.2 shall be used.

OPTION YEAR FOUR (4)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Annual maintenance / support fee		lot		
0003	Annual License / Subscription Cost		lot		
0004	Other / Supporting Software Required (specify separately)		lot		
0005	Other Required Components (specify separately)		lot		
0006	System Upgrades and Enhancements		lot		
0007	Up to 1000 hours of configuration / development / testing services		lot		
0008	Other (specify separately)		lot		

CLIN	Description	Unit	Total Estimated Price
0009	Total:		

B.3.3.6 Total Cost of Ownership Option: The District would like to know the cost of bringing the solution in house for any of the additional option years. The District would like the option to exercise the buyback option. All customizations and configurations that occurred in the Base Years and all option years belong to the District of Columbia.

CLIN Number	Description	Price			
		Option Year 1	Option Year 2	Option Year 3	Option Year 4
0001	Content Management System (CMS) system / software				
0002	Configuration / Customization to the core / base system.				
0003	QA Development and Testing of data to District servers				
0004	Annual maintenance / support fee				
0005	Annual License / Subscription Cost				
0006	Other / Supporting Software Required (specify separately)				
0007	Hardware – Processor & Memory (specify)				
0008	Hardware – Storage (specify)				
0009	Hardware – Other (specify separately)				
0010	Other Required Components (specify separately)				
0011	Monthly Onsite Training for administrative users (up to 20 per training session)				
0012	System Upgrades and Enhancements				
0013	Other (specify separately)				
	Total:				

B.3.4 The following CLINs shall be used if the vendor wishes to propose a **Hosted / Outsourced** (see B.3.1 for definition) solution.

B.3.4.1 This set of CLINs constitute Base Year . Therefore sizing information for “Base year information from B.3.2 shall be used.

Base year

CLIN	Description Hosted / Outsourced	Unit	Total Estimated Price
0001	Content Management System (CMS) system / software	lot	
0002	Configuration / Customization to the core / base system.	lot	
0003	Installation and setup (includes all template and user group setups/ content migration activities) to implement all CMS functionality, including integration with all current DC.Gov websites, and to establish the base / core framework system.	lot	
0004	QA Development and Testing of all migrated content, CMS functionality and update/approval workflow configuration	lot	
0005	Initial Onsite Training: 1) Group Training for Developers; 2) Group Training for Administrative Users/Web Editors	lot	
0006	Monthly Onsite Training for administrative users (up to 20 per training session)	lot	
0007	All go-live activities to deploy all CMS functionality, including DNS/domain routing, etc	lot	
0008	Annual maintenance / support fee	lot	
0009	Annual License / Subscription Cost	lot	
0010	Other / Supporting Software Required (specify separately)	lot	
0011	Other Required Components (specify separately)	lot	
0012	System Upgrades and Enhancements	lot	
0013	Hardware – Processor & Memory (specify)	lot	
0014	Hardware – Storage (specify)	lot	

CLIN	Description Hosted / Outsourced		Unit		Total Estimated Price
0015	Hardware – Other (specify separately)		lot		
0016	Other (specify separately)		lot		
	Total:				

B.3.4.2 This set of CLINs constitute Option Year 1. Therefore sizing information for 2nd & 3rd year information from B.3.2 shall be used.

OPTION YEAR ONE (1)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Up to 1000 hours of configuration / development / testing services		lot		
0003	Annual maintenance / support fee		lot		
0004	Annual License / Subscription Cost		lot		
0005	Other / Supporting Software Required (specify separately)		lot		
0006	Other Required Components (specify separately)		lot		
0007	System Upgrades and Enhancements		lot		
0008	Hardware – Processor & Memory (specify)		lot		
0009	Hardware – Storage (specify)		lot		
0010	Hardware – Other (specify separately)		lot		
0011	Other (specify separately)		lot		
	Total:				

B.3.4.3 This set of CLINs constitute Option Year 2. Therefore sizing information for 2nd & 3rd year information from B.3.2 shall be used.

OPTION YEAR TWO (2)

CLIN	Description		Unit	Price	Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		

CLIN	Description		Unit	Price	Total Estimated Price
0002	Up to 1000 hours of configuration / development / testing services		lot		
0003	Annual maintenance / support fee		lot		
0004	Annual License / Subscription Cost		lot		
0005	Other / Supporting Software Required (specify separately)		lot		
0006	Other Required Components (specify separately)		lot		
0007	System Upgrades and Enhancements		lot		
0008	Hardware – Processor & Memory (specify)		lot		
0009	Hardware – Storage (specify)		lot		
0010	Hardware – Other (specify separately)		lot		
0011	Other (specify separately)		lot		
	Total:				

B.3.4.4 This set of CLINs constitute Option Year 3. Therefore sizing information for 3rd & 4th year information from B.3.2 shall be used.

OPTION YEAR THREE (3)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Up to 1000 hours of configuration / development / testing services		lot		
0003	Annual maintenance / support fee		lot		
0004	Annual License / Subscription Cost		lot		
0005	Other / Supporting Software Required (specify separately)		lot		
0006	Other Required Components (specify separately)		lot		
0007	System Upgrades and Enhancements		lot		
0008	Hardware – Processor & Memory (specify)		lot		

CLIN	Description		Unit		Total Estimated Price
0009	Hardware – Storage (specify)		lot		
0010	Hardware – Other (specify separately)		lot		
0011	Other (specify separately)		lot		
	Total:				

B.3.4.5 This set of CLINs constitute Option Year 4. Therefore sizing information for 3rd & 4th year information from B.3.2 shall be used.

OPTION YEAR FOUR (4)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Up to 1000 hours of configuration / development / testing services		lot		
0003	Annual maintenance / support fee		lot		
0004	Annual License / Subscription Cost		lot		
0005	Other / Supporting Software Required (specify separately)		lot		
0006	Other Required Components (specify separately)		lot		
0007	System Upgrades and Enhancements		lot		
0008	Hardware – Processor & Memory (specify)		lot		
0009	Hardware – Storage (specify)		lot		
0010	Hardware – Other (specify separately)		lot		
0011	Other (specify separately)		lot		
	Total:				

B.3.4.6 Total Cost of Ownership Option: The District would like to know the cost of bringing the solution in house for any of the additional option years. The District would like the potential option to exercise the buyback option. All customizations and configurations that occurred in Year 1 and all option years belong to the District of Columbia.

CLIN Number	Description	Cost			
		Option Year 1	Option Year 2	Option Year 3	Option Year 4
0001	Content Management System (CMS) system / software				
0002	Configuration / Customization to the core / base system.				
0003	QA Development and Testing of data to District servers				
0004	Annual maintenance / support fee				
0005	Annual License / Subscription Cost				
0006	Other / Supporting Software Required (specify separately)				
0007	Hardware – Processor & Memory (specify)				
0008	Hardware – Storage (specify)				
0009	Hardware – Other (specify separately)				
0010	Other Required Components (specify separately)				
0011	Monthly Onsite Training for administrative users (up to 20 per training session)				
0012	System Upgrades and Enhancements				
0013	Other (specify separately)				
	Total:				

B.3.5 The following CLINs shall be used if the vendor wishes to propose a **District-Owned** (see B.3.1 for definition) solution.

B.3.5.1 This set of CLINs constitute Base Year . Therefore sizing information for 1st year information from B.3.2 shall be used.

BASE YEAR

CLIN	Description District-Owned		Unit		Total Estimated Price
0001	Content Management System (CMS) system / software		lot		
0002	Configuration / Customization to the core / base system.		lot		
0003	Installation and setup (includes all template and user group setups/ content migration activities) to implement all CMS functionality, including integration with all current DC.Gov websites, and to establish the base / core framework system.		lot		
0004	QA Development and Testing of all migrated content, CMS functionality and update/approval workflow configuration		lot		
0005	Initial Onsite Training: 1) Group Training for Developers; 2) Group Training for Administrative Users/Web Editors		lot		
0006	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0007	All go-live activities to deploy all CMS functionality, including DNS/domain routing, etc		lot		
0008	Annual maintenance / support fee		lot		
0009	Annual License / Subscription Cost		lot		
	Other / Supporting Software Required (specify separately)		lot		

CLIN	Description District-Owned		Unit		Total Estimated Price
0010					
0011	Other Required Components (specify separately)		lot		
0012	System Upgrades and Enhancements		lot		
0013	Hardware – Processor & Memory (specify)		lot		
0014	Hardware – Storage (specify)		lot		
0015	Hardware – Other (specify separately)		lot		
0016	Other (specify separately)		lot		
	Total:				

B.3.5.2 This set of CLINs constitute Option Year 1. Therefore sizing information for 2nd & 3rd year information from B.3.2 shall be used.

OPTION YEAR ONE (1)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Up to 1000 hours of configuration / development / testing services		lot		
0003	Annual maintenance / support fee		lot		
0004	Annual License / Subscription Cost		lot		
0005	Other / Supporting Software Required (specify separately)		lot		
0006	Other Required Components (specify separately)		lot		
0007	System Upgrades and Enhancements		lot		
0008	Hardware – Processor & Memory (specify)		lot		
0009	Hardware – Storage (specify)		lot		
0010	Hardware – Other (specify separately)		lot		
0011	Other (specify separately)		lot		

CLIN	Description		Unit		Total Estimated Price
		Total:			

B.3.5.3 This set of CLINs constitute “Year 2.” Therefore sizing information for “2nd & 3rd year” information from B.3.2 shall be used.

OPTION YEAR TWO (2)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Up to 1000 hours of configuration / development / testing services		lot		
0003	Annual maintenance / support fee		lot		
0004	Annual License / Subscription Cost		lot		
0005	Other / Supporting Software Required (specify separately)		lot		
0006	Other Required Components (specify separately)		lot		
0007	System Upgrades and Enhancements		lot		
0008	Hardware – Processor & Memory (specify)		lot		
0009	Hardware – Storage (specify)		lot		
0010	Hardware – Other (specify separately)		lot		
0011	Other (specify separately)		lot		
		Total:			

B.3.5.4 This set of CLINs constitute Option Year 3. Therefore sizing information for “2nd & 3rd year” information from B.3.2 shall be used.
OPTION YEAR THREE (3)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Up to 1000 hours of configuration / development / testing services		lot		
0003	Annual maintenance / support fee		lot		
0004	Annual License / Subscription Cost		lot		
0005	Other / Supporting Software Required (specify separately)		lot		
0006	Other Required Components (specify separately)		lot		
0007	System Upgrades and Enhancements		lot		
0008	Hardware – Processor & Memory (specify)		lot		
0009	Hardware – Storage (specify)		lot		
0010	Hardware – Other (specify separately)		lot		
0011	Other (specify separately)		lot		
	Total:				

B.3.5.5 This set of CLINs constitute Option Year 4. Therefore sizing information for 2nd & 3rd year information from B.3.2 shall be used.

OPTION YEAR FOUR (4)

CLIN	Description		Unit		Total Estimated Price
0001	Monthly Onsite Training for administrative users (up to 20 per training session)		lot		
0002	Up to 1000 hours of configuration / development / testing services		lot		
0003	Annual maintenance / support fee		lot		
0004	Annual License / Subscription Cost		lot		
0005	Other / Supporting Software Required (specify separately)		lot		
0006	Other Required Components (specify separately)		lot		
0007	System Upgrades and Enhancements		lot		
0008	Hardware – Processor & Memory (specify)		lot		
0009	Hardware – Storage (specify)		lot		
0010	Hardware – Other (specify separately)		lot		
0011	Other (specify separately)		lot		
	Total:				

B.4 Intranet Option – The District may want the option to apply the Content Management Solution (CMS) to the District’s Intranet portal. The solution should meet all requirements in Section C. This section would detail the cost if the District chose the Intranet option. The District does not have to exercise the Intranet option.

CLIN	Description		Unit		Total Estimated Price
0001	Content Management System (CMS) system / software		lot		
0002	Configuration / Customization to the core / base system.		lot		
0003	Installation and setup (includes all template and user group setups/ content migration activities) to implement all CMS functionality, including integration with all current DC.Gov INTRAnet websites, and to establish the base / core framework system.		lot		
0004	QA Development and Testing of all migrated content, CMS functionality and update/approval workflow configuration		lot		
0005	All go-live activities to deploy all CMS functionality, including DNS/domain routing, etc		lot		
0006	Annual maintenance / support fee		lot		
0007	Annual License / Subscription Cost		lot		
0008	Other / Supporting Software Required (specify separately)		lot		
0009	Other Required Components (specify separately)		lot		
0010	System Upgrades & Enhancements		lot		
0011	Other (specify separately)		lot		
	Total:				

B.5 *Prices for optional items in Section B.3.3, B.3.4 and B.3.5, must be supported by a detailed description of the features provided and how they support the requirements in Section C. The availability of additional functionality will impact positively the cost evaluation score.*

SECTION C

SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO) is seeking a contractor to implement and maintain a District-wide Content Management System (CMS). The contractor shall fulfill four primary objectives in order to successfully complete this contract:

1. Deliver and implement an application “framework” that provides a robust, flexible, adaptable, scalable and sustainable integration upon which many content management system (CMS) functions can be configured and delivered as well as functions specific to government services to citizen populations. The minimum functionality that must be deliverable is a system that can initially support 120-plus websites, provide turn-key solutions for Web 2.0 technologies, such as blogs, discussion threads, wikis, photo galleries, subscriptions, data feeds, surveys and online forms, as well as the demonstrated ability to be configured to deliver such functionality as web analytics; multi-language integration; search; web update approval workflow; web update reports, history and archives; taxonomy and metadata and integration with the District’s GIS and Master Address Repository (MAR) systems and LDAP. This framework must provide easily configured and adaptable web update monitoring and tracking capabilities.
2. Provide configuration for deployment (“go live”) to include 1) migration of legacy web content (up to 125 websites over 8 databases) and applications per OCTO’s direction into the new site architecture, design templates, navigation structure and user roles and permissions; 2) Q/A development and testing of all content migration and CMS functions to include 508 compliance testing and workflow testing; and 3) DNS/domain configuration and initial system deployment (“go live”).
3. Provide initial onsite training for OCTO developers (approximately 10) and site administrators as well as for web authors and administrative users (approximately 60) during content migration phase and before the system’s deployment. In addition, the District may require additional training. The District may require either option, or neither, to be determined after award of the Contract:
 - Additional Training Option 1: the Contractor shall provide training to either certify an OCTO employee to provide training for future months and years **OR**
 - Additional Training Option 2: the Contractor shall provide onsite training for up to 20 people a session for a minimum of 12 times per year or once per month for year 1 (one) as well as for additional out years.

All Training shall include, but not be limited to, how to use all of the turn-key features of the CMS, how to effectively manage content and workflow within the system, how to comply with 508 compliance regulations, and how to maximize the use of taxonomy and metadata. The training shall not be limited to the system functions solely; the training curriculum shall be tailored to the District's web standards and workflow process. Contractor shall provide all user guides.

4. Provide system maintenance and tier 1 maintenance support to District administrative and developer users and provide options for support and maintenance for future out years.

The District of Columbia government seeks to replace its outdated content management system in order to move all District agencies under the same web platform so that content can be repurposed quickly and easily across all websites within the portal. The new content management system implementation also provides an opportunity to incorporate a new 'citizen-centric' framework that is also necessary to:

- support future growth for additional websites, content types, administrative users and readers,
- improve how the District disseminates news and information by creating a citizen-centric site framework,
- leverage today's Web 2.0 technologies, such as dynamic photo galleries, videos, blogs, and discussion boards,
- utilize easy-to-use admin utilities and work flows so that non-technical users can add content without assistance,
- allow implementation and customization of multiple site templates and integration of legacy applications into the portal's template framework,
- ensure system performance is scalable with the addition of an unlimited number of websites and administrative users, ensure system performance during increases of web traffic levels and ensure platform can support web display and transactions over mobile devices

The District seeks a solution that can form the basis of its efforts to streamline a citizen's online interaction with the District, while ensuring that the District's public information officers and webmasters can easily and effectively monitor, update and modify the information and Web 2.0 features throughout the Internet portal. As such, 70-80% of the value of the proposed solution is in its integration capability with all District websites within the CMS as well as with other District owned / supported systems, data repositories and business processes. Paramount is the solution's ability to not only meet the current requirements, but also its superiority in helping the District manage its on-going operational costs while providing adaptability for future needs. Therefore, an innovative approach and superior integration capabilities are of critical importance.

The District will consider options that entail SAAS (software-as-a-service), hosted / outsourced, or District-owned options.

C.1.1 DEFINITIONS

- C.1.1.1** CMS – Content Management System. The District’s CMS strategy details how the District government manages, displays and integrates web content and application content in a citizen-centric site framework.
- C.1.1.2** OCTO – Office of the Chief Technology Officer within the Government of the District of Columbia.
- C.1.1.3** EOM – Executive Office of the Mayor within the Government of the District of Columbia
- C.1.1.4** Readers / Visitors– End users of the District of Columbia Internet web portal
- C.1.1.5** Administrative Users / Authors / Web Editors – System users who can add and publish web content within permissions-based user roles and workflows
- C.1.1.6** Developers / Site Administrators – System users that have access to develop applications, incorporate templates, create user accounts, set permissions, etc.
- C.1.1.7** Citizen-Centric – Site framework that is based on residents’ and “readers” needs as opposed to an organizational framework that focuses on the District bureaucracy of administrative offices and agencies. A citizen-centric framework streamlines content so that readers can utilize critical government services seamlessly in a ‘one-stop shop’ format, not realizing that they may cross or interact with several agencies to fulfill their services/needs.

C.2 BACKGROUND

- C.2.1** The District government has recently embarked on a plan to implement and integrate a new web content management system for the District’s Internet portal, DC.Gov, to provide DC residents, business owners and tourists a single point of entry to all online services, news and information. The DC.Gov website was launched in 1999 with 20 pages of content and now has expanded to over 200,000 pages of content including 120+ websites, 300 online forms and surveys and 200 online applications. The Office of the Chief Technology Officer (OCTO) has implemented a combination of technologies to support the portal to include commercial-off-the-shelf (COTS) products such as the CMS Dynamic Site Framework (DSF) as well as custom-built, proprietary applications. The look and feel of the DC.Gov portal and CMS platform have become outdated compared to other municipal government websites and commercial news sites. To continue accomplishing the goals of the site, a new portal architecture, content management system, and redesign of the site are necessary to update the look and feel, introduce new Web 2.0 functionality and improve upon current functionality. OCTO is gathering requirements from all District agencies to create new information architecture, sitemaps and design templates for the new CMS implementation.
- C.2.2** In addition to providing a single web platform to integrate over 125 websites within the DC.Gov portal into a new ‘citizen-centric’ site architecture, the District needs a solution that is scalable for future growth. Currently the portal has approximately 60

administrative users with a potential growth of unlimited administrative users. DC.Gov received 16 million visitors in 2007 and website usage is expected to grow between 15% and 20% for future out years. Combining the District's current CMS and legacy HTML websites, the District uses approximately 5,205,755,754 Kbytes total bandwidth transferred for a complete year and a monthly average of 433,812,980 Kbytes. The current web disk space total utilized is 1109 GB and the current SQL Disk Space is 307.5 GB. The District expects a minimum capacity to grow 30-50% for each out year.

C.2.3 Over 80 District agencies will be direct CMS application stakeholders and have expressed various requirements for such a system. These stakeholder agencies include, but are not limited to:

- Executive Office of the Mayor/City Administrator (EOM/OCA)
- District Department of Transportation (DDOT)
- Metropolitan Police Department (MPD)
- Department of Consumer and Regulatory Affairs (DCRA)
- Department of Public Works (DPW)
- Department of Employment Services (DOES)
- Department of Health (DOH)
- Department of Human Services (DHS)
- District of Columbia Public Schools (DCPS)
- Department of Small and Local Business Development (DSLBD)

Each stakeholder agency has different business needs that must be expressed using varying functions of the CMS tool while utilizing various templates that the contractor shall integrate into the portal architecture. Some templates shall be provided by the Contractor, and some will be provided by the District. The Contractor shall interface with resources in each of these agencies, OCTO and others (up to 80), during the course of this implementation. The requirements to fulfill each of these functions are detailed in section C.3

C.3 REQUIREMENTS

The Office of the Chief Technology Officer (OCTO) of the Government of the District of Columbia recognizes that there are many Content Management Systems (CMS) available for municipal governments. There are five preeminent requirements for the District's citywide CMS implementation solution. These are:

1. Integration – Quick, effective and seamless integration with legacy systems maintained by various District agencies is paramount.
2. Configuration -- The ability for each agency to configure the CMS turn-key tools to meet its unique and varied needs for each website.
3. Scalability -- Adaptability to increased demands to sustain a high level of system performance as well as incorporate cutting-edge technologies.

4. Training --- OCTO's web development team and administrative users must be trained to use the system before deployment.
5. Implementation of the Content Management System (i.e., initial project / configuration; training; content migration; testing; deployment,; to begin within 30-days of award) .

The following sections are the requirements that the contractor shall meet in order to fulfill this statement of work. Bidders shall indicate, where necessary, any additional costs that will be incurred to customize the solution. A District project manager will be assigned to work with the contractor's team to provide assistance and oversight.

Although the list of requirements below cover specific functional and technical requirements to support the initial CMS integration, they also cover requirements necessary for the proposed solution to provide the most effective foundation to the District's broader CMS strategy. Not all of these are mandatory to meet the scope outline in Section C.1 above. Additionally, some address the optional items in Section B.4 above. Together they form the basis for the total value proposition of the proposed solution, but do not constitute a list of mandatory requirements to satisfy this RFP. Emphasis shall be placed on those necessary to meet the scope as defined in Section C.1.

C.3.1 CMS Web Development Workspace and Tools - Contractor shall provide an all inclusive workspace that incorporates various turn-key web development tools and reporting features to streamline the development and maintenance operations of all web content is the first, largest, and most critical requirement for the CMS application to fulfill. In order to implement a content management solution implementation, the following functions shall be provided by the proposed CMS application:

C.3.1.1 Web Content Development Workspace: The system shall include a web development workspace for administrative users.

C.3.1.1.1 All Inclusive Workspace: The web development workspace shall be all inclusive and shall include email or an 'inbox' of tasks, dashboards regarding tasks; collaboration/discussion boards to improve workflow efficiency; access to all websites/pages/document libraries/tools the user has permissions to view; create, edit and/or publish; settings to modify user roles/permissions, templates, style sheets, subscriptions, workflow; modify search, add metadata and define taxonomy; and view analytics and reports.

C.3.1.1.2 Dashboards: The system shall provide a dashboard for administrative users to include information such as content waiting approval, content that is checked out for development/editing, and content set to alternative publication/expiration dates.

C.3.1.1.3 Workflow/Task Update Tracking Tool: The system shall provide a user role-based workflow as well as a web update tracking tool for an unlimited number of concurrent administrative users to view tasks, itemize tasks and complete tasks.

- C.3.1.1.4** The system shall provide, but not be limited to, the following data within the task tracking tool: open tasks, tasks assigned to the user, tasks assigned by the users, pending tasks, completed tasks, reopened tasks, archived tasks, active tasks.
- C.3.1.1.5** The system shall allow users to send items to one administrative user or another administrative user for approval.
- C.3.1.1.6** The system shall notify the end user of workflow status within the system administrative utility.
- C.3.1.1.7** The system shall allow administrative users to communicate and collaborate with other administrative users on tasks, status and reports for web content updates.
- C.3.1.1.8** The system shall allow administrative users to revert back to a previous version of a content item.
- C.3.1.1.9** The system shall allow administrative users to set publication start and stop dates so that content is published to the live site or ‘expires’ and is removed from the live site automatically.
- C.3.1.1.10 User Roles/Permissions:** The system shall support the incorporation of an unlimited number of users and an unlimited number of user roles.
- C.3.1.1.11** The system shall allow application of user permissions per user role per website, per website section, folder or page.
- C.3.1.1.12** The system shall allow those with specific site administrative permissions to create, modify, and remove user roles and user groups as well as apply user groups to specific websites within the DC.Gov portal.
- C.3.1.1.13** The system shall support ‘read-only’ permissions for routing, proofreading and/or approval for publication.
- C.3.1.1.14 Reporting Tool:** The system shall support an ad hoc reporting tool that provides reports on all data within the system (web updates, workflow updates, status, user reports, web analytics, etc)
- C.3.1.1.15** The system shall provide reports by agency and date/time range, based on, but not limited to, the following criteria: number of tasks, number of approvals, number of submitted content, site update activity, bad/broken links, content reviews (editorial, etc) and will allow the administrative user to print and/or email such reports.
- C.3.1.1.16** The system shall track relationships between administrative users and tools they use and types of updates they make to the system.
- C.3.1.1.17** The system shall allow the user to search for various types of reports by website, website folder, date, user, user group, etc.

C.3.1.1.18 History/Archives: The system shall allow users to view the history of all content updates per page, per folder, per website based on their user role and permissions to include the time and date of the change, the user/user group that made the change, and the type of changes made.

C.3.1.1.19 Administrative Content Utility Toolbar: The system shall provide an intuitive content utility toolbar to create, modify and publish web content.

C.3.1.1.20 The content utility toolbar shall include basic functionality that can be viewable by user role. The functionality shall include, but not be limited to, 'cut', 'copy', 'paste', 'find and replace', 'print', 'undo', 'redo', 'bold', 'italicize', 'underline', 'justify', 'insert symbol', 'insert table', 'show/hide border', 'insert font/size', 'hyperlink', 'toggle to HTML', 'insert file', 'insert image', etc.

C.3.1.1.21 Content Checker Tools: The content utility toolbar shall also provide a Spellchecker and 508 checker function.

C.3.1.1.22 Metadata/Taxonomy: The system shall incorporate metadata, taxonomy or any other recommended method to define content, optimize search, and repurpose content throughout an individual website as well as throughout the DC.Gov portal.

C.3.1.1.23 Document Libraries/Management: The system shall provide centralized workspace and repositories of documents and files to update, manage and maintain across the DC.Gov portal.

C.3.1.1.24 The system shall enforce how documents and files are repurposed throughout the DC.Gov portal through user roles/permissions.

C.3.1.1.25 The system shall support various file types to be added to content pages or as components of a page, such as JPG, GIF, MS Office, PDF, etc.

C.3.1.1.26 The solution shall provide a plan to scale space requirements to meet increases in large-sized content (PDFs, video) housed and published within the system.

C.3.1.1.27 The system shall provide administrative users a 'drag and drop' feature to add images and files.

C.3.1.1.28 The system shall provide administrative, role-based users access to a portal media/document library that incorporates all of the files within the system, not just the user's website. This will allow users access to repurpose files and photos throughout the websites within the DC.Gov portal.

C.3.1.2 Web Content Development Workspace Tools: The system shall provide turn-key solutions for creating various types of content that integrate static content, dynamic data and Web 2.0 technologies.

- C.3.1.2.1 News Room:** The system shall provide a turn-key solution for the authoring of news room content to include news releases, advisories, testimonies, videos, podcasts and photo galleries.
- C.3.1.2.2** The system shall allow news item content to be ‘connected’ and repurposed throughout all of the websites within the DC.Gov portal.
- C.3.1.2.3** The system shall allow for news items such as press releases, advisories, newsletters and testimonies to be automatically displayed by month, per year and displayed in an archive per month, per year.
- C.3.1.2.4** The system shall provide a centralized data repository of all news content for agency administrative users to view and repurpose throughout all of the websites within the DC.Gov portal.
- C.3.1.2.5** The system shall allow various templates to be added, removed and repurposed throughout the DC.Gov portal sites to include news releases, media advisories, testimonies, etc.
- C.3.1.2.6** Real Simple Syndication (RSS) feeds shall be able to incorporate the news repository into centralized and individual data feeds.
- C.3.1.3 Online Forms:** The system shall provide a turn-key online forms tool where unlimited administrative users can create simple web forms with unlimited text fields, radio buttons, checkboxes, etc.
 - C.3.1.3.1** The system shall support an online forms workflow.
 - C.3.1.3.2** Administrative system users shall be able to route the forms data to appropriate groups or individuals
 - C.3.1.3.3** The system shall communicate with other web systems and databases to filter form data to other systems.
 - C.3.1.3.4** The system shall allow forms to be repurposed across the DC.Gov portal’s websites.
 - C.3.1.3.5** The forms shall automatically integrate into the website’s design template once published.
 - C.3.1.3.6** The online form design and look and feel can be modified (e.g. style sheets, templates, etc) and the forms shall automatically integrate into the website’s design template once published.
 - C.3.1.3.7** External users (readers/customers) shall be able to save form data before they submit— a minimum of 1000 concurrent users should be able to submit the form at one time.
 - C.3.1.3.8** Published forms shall meet 508 compliance and accessibility regulations.
- C.3.1.4 Online Surveys/Polls:** The system shall provide a turn-key tool for an unlimited number of administrative users to create surveys and polls quickly and easily and

provide a dashboard of the data captured to the agency administrative user-- *a minimum of 1000 concurrent users should be able to submit the survey at one time.*

C.3.1.4.1 The system shall support an online survey permissions-based workflow.

C.3.1.4.2 The system shall communicate with other web systems and databases to filter survey and poll data to other systems.

C.3.1.4.3 The system shall allow surveys and polls to be repurposed across the DC.Gov portal's websites.

C.3.1.4.4.The surveys and polls shall automatically integrate into the website's design template once published.

C.3.1.4.5 The online survey/poll design and look and feel shall be modifiable (e.g. style sheets, templates, etc)

C.3.1.4.6 The online surveys and polls shall meet 508 compliance and accessibility regulations.

C.3.1.4.6 The online surveys tool could be adapted for password protection.

C.3.1.5 Forums/Discussion Threads/Blogs/Wikis: The system shall provide a turn-key tool(s) for users to create blogs, discussion boards and chats with a customizable workflow so that citizen content can be reviewed before it is published—*a minimum of 1000 concurrent users should be able to submit threads at one time.*

C.3.1.5.1 The system shall support a blog/discussion board permissions-based workflow.

C.3.1.5.2 The system shall communicate with other web systems and databases to filter blog, wiki, and discussion data to other systems.

C.3.1.5.3 The blogs/discussion boards/wikis shall be able to be repurposed across the DC.Gov portal's websites.

C.3.1.5.4 The blogs/discussion boards/wikis shall automatically integrate into the website's design template once published.

C.3.1.5.5 The blog/discussion board/wiki design and look and feel shall be modifiable (e.g. style sheets, templates, etc).

C.3.1.5.6 The blogs/discussion boards/wiki shall meet 508 compliance and accessibility regulations.

C.3.1.6 Photos/Photo Galleries: The system shall provide a turn-key tool to upload, manage and publish photos as well as publish and display photo galleries.

C.3.1.6.1 The system shall allow users to add photos and photo galleries easily.

C.3.1.6.2 The system shall allow photos to be resized automatically when published per the style sheet and program format settings.

C.3.1.6.3 The system shall allow features like 'slideshow' and 'tagged images' for the photo galleries.

C.3.1.6.4 The system shall allow users to share the same photos and photo galleries and repurpose them throughout other DC.Gov portal websites.

C.3.1.6.5 The photos and photo galleries shall automatically integrate into the website's design template once published.

C.3.1.6.6 The photos and photo galleries shall meet 508 compliance and accessibility regulations.

C.3.1.7 Videos / Podcasts: The system shall provide a turn-key tool to upload, manage and publish videos, podcasts and other multimedia files.

C.3.1.7.1 The solution shall provide a plan to scale space requirements to meet increases in audio/visual content housed and published within the system.

C.3.1.7.2 The system shall allow users to share the same audio/visual content (video, podcasts, etc) and can repurpose them throughout other DC.Gov portal websites.

C.3.1.7.3 The system shall automatically integrate the audio/visual content (video, podcasts, etc) into the website's design template once published.

C.3.1.7.4 The system shall allow audio/visual content (videos, podcasts, etc) to be resized automatically when published per the style sheet and program format settings.

C.3.1.7.5 The system shall provide a 'click to play' setting for all video and audio content published as well as a mechanism to post transcripts of the content in a close proximity to the video or audio content.

C.3.1.7.6 The system shall ensure that all videos and audio files published meet 508 compliance and accessibility regulations.

C.3.1.8 Calendars: The system shall provide a turn-key tool for users to create event calendars with customizable workflow so readers can submit events and citizen content can be reviewed before it is published.

C.3.1.8.1 The system shall be able to communicate with other web systems and databases to filter calendar event data such as event name, event type, time, date, location, ward, etc, to other systems.

C.3.1.8.2 The calendars shall be able to be repurposed across the DC.Gov portal's websites.

- C.3.1.8.3** The calendars shall automatically integrate into the website’s design template once published.
- C.3.1.8.4** The calendar design and look and feel shall be modifiable (e.g. style sheets, templates etc).
- C.3.1.8.5** The system shall ensure that all event calendar items published meet 508 compliance and accessibility regulations.
- C.3.1.9 Memberships/Subscriptions:** The system shall provide a turn-key tool for users to create and publish content item subscriptions that allow users to subscribe to content.
- C.3.1.9.1** The user shall send alerts, updates and other content to the subscribers within the system administrative utility.
- C.3.1.9.2** The system shall provide a subscription workflow so readers can subscribe and unsubscribe to items quickly and easily.
- C.3.1.9.3** The system shall generate links to subscription items that will integrate into the website’s design template once published.
- C.3.1.9.4** The system shall communicate with other web systems and databases to send subscription data and reports on number of items sent to subscribers, etc, to other systems.
- C.3.1.9.5** The system shall provide the capability for subscription items to be repurposed across the DC.Gov portal’s websites.
- C.3.1.9.6** The system shall provide reports and filtering regarding subscription items including the number of subscription items per websites, the number of subscriptions per time periods, the number of events, alerts, items sent out by the user to subscribers, the number of subscription items opened/read, etc.
- C.3.1.9.7** The system shall ensure that all subscription item intake forms and functions published meet 508 compliance and accessibility regulations.
- C.3.1.9.8** The system shall provide functionality for external users (readers) to email content items to others (e.g. “Email a Friend”).
- C.3.1.10.1 Multi-Language Support:** The system shall provide a translation engine to translate English text as well as allow multiple language versions of the same content to be displayed.
- C.3.1.10.2** The system shall provide translations of English content to include but not be limited to Spanish, French, German, Chinese, Vietnamese, Korean and Amharic.
- C.3.1.10.3.**The system shall allow special characters to be published for languages such as Chinese, Vietnamese, Korean and Amharic.

C.3.1.10.4 The system shall allow the user to upload in-house translated content to mirror the English version of that content.

C.3.1.10.5 The system shall generate links or access points to the translated content at the page level.

C.3.1.11.1 Data Feeds / Real Simple Syndication: The system shall support the integration of a variety of data feeds (video feeds, weather feeds, real simple syndication, statistical feeds, etc).

C.3.1.12.1 Analytics: The system shall track web usage statistics such as page views and website views, per day, per month, per year.

C.3.1.12.2 The system shall provide reports on web usage statistics to administrative users.

C.3.1.12.3 The system shall export analytics reports to file formats such as CSV, PDF and PPT.

C.3.1.13.1 Web 2.0 Rating/Ranking Technology: The system shall incorporate or provide workflows for external users (website readers) and administrative users to rate or rank content similar to Web. 2.0 services like Digg or del.icio.us.

C.3.1.14.1 Personalization: The system shall allow the external DC.Gov web portal users (readers/customers) to personalize specific components of web pages to customize topics that are relevant. (For example, a user could customize the home page or create favorites pages based on preferences.)

C.3.1.15.1: Search: The system shall allow the user to optimize search results through tags, metadata and/or taxonomy to ensure content appears appropriately in the search results.

C.3.1.15.2 The system shall allow the creation of search collections per agency site as well as for all of DC.Gov.

C.3.1.16.1 Accessibility: The system shall be designed to meet 508 Accessibility regulations.

C.3.1.16.2 The system shall support cascading style sheets (CSS) that can be tagged appropriately to meet 508 Accessibility regulations.

C.3.1.16.3 The system shall automatically create title tags and alternate text for administrative users and/or triggers the end user to add proper alternate text before saving and moving to the next screen or module.

C.3.1.16.4 The system shall be able to check content for 508 errors before the content is allowed to be published.

C.3.1.16.5 The system shall provide 508 error reports.

C.3.1.16.6 The system shall check content for broken links and provide broken link reports.

- C.3.1.16.7** The system shall allow text resizing (smallest to largest) per content page.
- C.3.1.16.8** The system shall provide the capability for text equivalents of non-text items. For example, the system shall provide (or allow to be created) text versions of PDF documents.
- C.3.1.16.9** The design templates applied within the system shall be 508 compliant.
- C.3.1.16.10** The system shall provide printer-friendly versions of content pages; the system shall remove navigation and design elements for the printed version.
- C.3.1.17.1 Navigation Integration:** The system shall support site-wide navigation and local navigation for individual websites.
- C.3.1.17.2** The system shall apply various local navigation types (e.g. dynamic, breadcrumb, reference, 'top/left/left', drop-down menus etc.) in order to 'right-size' the navigation per individual websites
- C.3.1.17.3** The system shall allow and support breadcrumb navigation and the automatic update of breadcrumb label and site navigation information.
- C.3.1.17.4** The site navigation shall be dynamic so that users can rename sections, and add or delete sections in minimal steps.
- C.3.1.17.5** The system shall provide dynamic site mapping.
- C.3.1.18.1 Simple Query Databases:** The system shall provide a solution (e.g. forms/metadata, etc) for administrative users to create simple databases so that end users (readers) can view data and run simple searches and queries. For example, the administrative user shall be able to key in lists that could be filtered and sorted in a variety of ways once published.
- C.3.1.19.1 Templates / Page Organization:** The system shall support the integration of multiple templates per website that still support a common look and feel but are right-sized for one, two or three column organization.
- C.3.1.19.2** The system shall support one, two, and three column formats to support each agency's needs.
- C.3.1.19.3** The system shall allow different templates to be applied quickly and easily at the home page, section and internal page levels.
- C.3.1.19.4** The system shall be able to incorporate templates that are flexible so multiple types of components such as widgets, images, videos etc can be published within the framework of the templates.

C.3.1.19.5 The system shall support dynamic folder structures so that administrative users can easily add top-level categories for adding content as well as rearrange content folders in development without breaking all 'live' page link references.

C.3.1.20.1 Mobile Device Integration: The system shall provide turn-key mechanisms or solutions to make the DC.Gov portal or a DC.Gov portal version accessible and available to mobile devices and PDAs.

C.3.1.20.2 The system is flexible and adaptable to meet today's Web 2.0 technologies as well as meet the technological advances and trends of the future (e.g. completing online transactions over mobile devices, etc)

C.3.2 General Technical Requirements: Listed below are the general technical requirements that the proposed CMS shall fulfill in order to successfully complete this contract:

C.3.2.1 The Contractor shall provide complete, current, and comprehensive technical systems documentation during the implementation in electronic form (Microsoft Office readable) and 5 printed copies.

C.3.2.2 The proposed CMS application shall have some degree of capability for each agency to update content and to meet unique and varied needs for their website without the use of a technical resource (i.e., a developer).

C.3.2.3 The proposed CMS application shall be web-based, preferably using the latest client-side technologies (e.g., AJAX) to enhance the user experience. Alternately, if the proposed CMS application is not web-based, it must integrate with standard software already part of District desktop machines.

C.3.2.4 The solution shall be scalable to easily allow for additional capacity to be added in the future.

C.3.2.5 The system workspace layout, design, and navigation shall be easy to use, consistent, and intuitive.

C.3.2.6 Context sensitive help screens shall be available to users on each screen.

C.3.2.7 The system shall support the integration of websites and web content into one portal platform.

C.3.2.8 The system shall allow the initial integration of over 125 websites and be scalable to support the integration of unlimited websites and subdomains.

C.3.2.9 The system shall support multiple redirects/friendly URLs for the core domain name.

C.3.2.10 The system shall allow users to add, modify and replace universal templates.

- C.3.2.11** The system shall allow and support multiple templates and navigation structures, which can be added or modified for each website within the DC.Gov portal.
- C.3.2.12** The system templates shall be flexible so that the home page isn't just 'one page' but 'components of a page' or widgets. For example, the user shall be able to add images, videos, podcasts, etc if the content is available within the framework of the templates.
- C.3.2.13** The templates and style sheets shall be 508 compliant.
- C.3.2.14** The system shall support user role permissions workflow.
- C.3.2.15** The system shall provide for flexible workflow processes, rules, automated alerts, and email notifications are flexible. These shall be configurable by a business analyst and not technical staff.
- C.3.2.16** The system shall allows content, such as pages, page components, text, links, images, multimedia, forms, surveys, blogs, and discussion threads to be repurposed throughout multiple websites within the DC.Gov web portal.
- C.3.2.17** The system shall allow legacy applications developed in a variety of languages (.ASP, .NET, Javascript, etc) to seamlessly be integrated or 'wrapped' into the DC.Gov portal's template look and feel such as API or Remote UI scripting.
- C.3.2.18** The system shall allow the repurposing of data whether it's entered into online forms or directly to a database. (This shall allow agencies to collectively access data to update agency directories, site closures, etc)
- C.3.2.19** The system shall allow data to be integrated into other legacy applications and databases.
- C.3.2.20** The system shall incorporate the District's Geographic Information Systems' Master Address Repository (MAR) data into address mapping, search and forms.
- C.3.2.21** The application shall provide the ability to configure or define service level target turnaround times based on agency and request type. For example, if a developer must publish an item within 24 hours of receipt of the content, the system shall notify the developer if the request has breached the service level agreement.
- C.3.2.22** Automatic multi-level alerts/emails shall be initiated by the system to specific individuals when a web update request approaches or exceeds the target service level turnaround time.
- C.3.2.23** The application shall display a history of past updates/actions using various search filters such as by user, by agency website, by date, by type of event/action, and by CMS user. Other required filters may be added to this list, as implementation begins.

- C.3.2.24** Websites and applications shall be accessible from the CMS tool and open up within the CMS application.
- C.3.2.25** The system shall support a user interface that allows for the ability to easily search for and retrieve information.
- C.3.2.26** The system shall provide the ability to attach documents (pictures, scanned letters, emails, text documents, etc.) to a web update inquiry or request if not sent through the system's workspace (e.g. updates sent through Outlook).
- C.3.2.27** The system shall provide role-based security controls access to functions and data.
- C.3.2.28** The proposed CMS shall support a single sign-on capability that integrates with the District must be proposed.
- C.3.2.29** The application shall automatically assign a unique identifier to each web request/update, while providing the ability to tie it back to the requestor and the "agency."
- C.3.2.30** The system shall allow a single web update request to generate multiple web requests across multiple agencies (for example, an update shall repurpose content on another agency website and the agency must approve before the content is published).
- C.3.2.31** The system shall integrate with any latest version of Internet browsers to include Internet Explorer, Mozilla Firefox and Safari, so that all content is interpreted as intended (fonts, styles, templates, formatting, etc)
- C.3.3** **Training:** The Offeror shall provide initial onsite training within the District for the development team as well as agency administrative users before deployment so that they learn how to use all of the turn-key features of the CMS, how to effectively manage content and workflow within the system, how to comply with 508 compliance regulations, and how to maximize the use of taxonomy and metadata. The training shall not be limited to the system functions solely; the training curriculum shall be tailored to the District's web standards and workflow process.
- C.3.3.1** The Offeror shall provide all administrative and user guides during training and provide all guides to OCTO.
- C.3.3.2** The Offeror 1) shall provide training to either certify an OCTO employee to provide training for future months and years OR 2) the Contractor shall provide onsite training for up to 20 people a session for a minimum of 12 times per year or once per month for year 1 (one) as well as for additional out years.
- C.3.4** **Configuration:** The Offeror shall implement an application "framework" that provides a robust, flexible, adaptable, scalable and sustainable integration upon which many content management system (CMS) functions can be configured and delivered as well as functions specific to government services to citizen populations.

- C.3.5 Migration:** The Offeror shall migrate legacy web content (up to 120 websites over 8 databases) and applications per OCTO's direction into the new site architecture, design templates, navigation structure and user roles and permissions. Through training, the Offeror and OCTO can agree to terms of the migration schedule as well as if some duties can be performed by OCTO developers as well as the Offeror's team.
- C.3.6 Q/A Testing:** The Offeror shall provide Q/A development and testing of all content migration and CMS functions to include 508 compliance testing and workflow testing. UAT testing shall use current District data.
- C.3.7 Deployment:** The Offeror shall implement all DNS/domain configuration and initial system deployment ("go live").
- C.3.8 System Maintenance:** The Offeror shall provide yearly system maintenance and tier 1 maintenance support to District administrative and developer users and provide options for support and maintenance for future out years.
- C.3.9 Licenses:** The Offeror shall provide all licenses / subscriptions to support unlimited administrative users.
- C.3.10 Upgrades / Enhancements:** The Offeror shall provide all necessary work to include all system upgrades to the District's CMS solutions.
- C.3.11 Customizations:** The Offeror shall provide any necessary customizations to meet the District's initial requirements as well as provide customization support as requested for future out years.
- C.3.12 Security:** The Offeror shall meet the security tiers of the District of Columbia to provide secure transactions (including administrative users logging into the system outside the District's firewall) over the open Internet. Minimum requirements are not limited to secure protocols using 'https'.
- C.3.13 Intranet:** If the District chooses to exercise an Intranet option, the Offeror's solution shall also integrate with the District's Intranet and include all functional requirements listed in Section C.
- C.3.14 Optional Subsystems and Hardware CLINs**
The District has included optional CLINs 0007-0010 for B.3.3.6 and B.3.4.6 for evaluation purposes only. The District will not award the components described in these CLINs under this contract unless it is necessary in an option year. The District has included these CLINs in this solicitation for the sole purpose of evaluating the total cost of ownership over a five year period for the solutions proposed.

SECTION D

PACKAGING AND MARKING

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

SECTION E

INSPECTION AND ACCEPTANCE

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

SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) 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) years.

F.3 DELIVERABLES

F.3.1 The volume of work proposed to be completed within 3 months of the date of award must be delivered. If the proposed work includes initial deployment of a number of websites, the complete work must include a minimum of configuration, testing, training and deployment for the base number of sites converted.

F.3.2 The Offeror must deliver all items proposed in the project plan and schedule.

F.4 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 in a timely manner, as part of the deliverables, final payment to the Contractor may not be paid.

F.5 Total Cost of Ownership (TCO) Analysis. The contractor's project manager,

Working with the OCTO Project Manager, shall deliver an estimated TCO that identifies future development, refresh, and operational costs over a five-year period. This document is due no later than 60 days after the start of the project.

**SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

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

Name: Office of the Controller/Agency CFO

Address: _____

Telephone: _____

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

Contractor shall be paid based on the pricing strategy offered by the offeror. Payment schedule will be agreed upon prior to contract award.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

Annie R. Watkins
Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, N.W., Suite 771
Washington, DC 20001
202/727-5274
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:

Name: Joy McCrady
Title: Web Maintenance Manager
Agency: Office of the Chief Technology Officer
Address: 441 – 4th Street, N.W., Suite 930
Telephone: Washington, DC 20002

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 2005-2103, Rev. 4 , dated July 5, 2007 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.2.1 LIVING WAGE ACT

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the District of Columbia' "LIVING WAGE ACT OF 2006". This act establishes a minimum for workers in the District.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) 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 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

- (e) Residence; and
- (f) Referral source for all new hires.

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

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

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

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

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

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

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor

shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

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

H.6 PROTECTION OF PROPERTY

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

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

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

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

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

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and

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

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

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

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor shall be declared bankrupt or insolvent by a court of

competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as

required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Section J.2.2**. 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 SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 TOTAL AGREEMENT

Any resulting contract, including any specifically incorporated documents, shall constitute the entire agreement between the parties. All previous discussions, writings and agreements shall be merged herein.

SECTION J

LIST OF ATTACHMENTS

J.1 ATTACHMENTS

J.1.1 Wage Determination No. 2005-2103, Rev. 4, dated July 5, 2007

J.1.2 Metropolitan Washington Council of Governments Rider Clause

J.2 **INCORPORATED BY REFERENCE ATTACHMENTS** (*The following forms, located at 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 _____

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

K.4 BUY AMERICAN CERTIFICATION

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

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

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

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

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

K.7 TAX CERTIFICATION

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

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 a 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 shall 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 five (5) 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 and one (1) electronic CD in Microsoft format. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCTO-2008-R-0232 for the Content Management System (CMS) Solution Implementation.

L.2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet the requirements of this solicitation. The details of the Offeror's proposal are to be provided in the following format:

L.2.1.1 **Executive Summary** – The Executive Summary shall include a description of the approach, risks, and assumptions made by the Offeror and shall mention the total cost and estimated implementation schedule for deploying its proposed solution.

L.2.1.2 **Experience and Qualifications** – The Offeror shall identify other state or local governments or commercial organizations where the Offeror has installed the proposed Content Management System. The Offeror shall provide contact information for these previous clients including client name, address, contact person, phone number, email address, period work was performed, and scope of work performed.

L.2.1.3 **Litigation/Early Termination** – The Offeror shall list any litigation pending and/or engagements that have been terminated prior to normal contract expiration in the past five (5) years. The Offeror shall include the client, address, contact

person, phone number, and an explanation of the reasons for the litigation or early termination.

L.2.1.4 Proposed Solution – The Offeror shall define their methodology and project plan, describing the overall timeline with phases for implementing the CMS solution including customizations, data migration, training, and transition from any legacy system to the new system.

L.2.1.4.1 The Offeror shall describe the proposed solution including hardware and software requirements including the programming language(s) and integrated development environment (IDE) used to create the application, the database management system, and operating system requirements.

L.2.1.4.2 The Offeror shall describe their approaches, tools, and/or methodology regarding the integration of information with legacy applications (e.g. Application Programming Interfaces (APIs), web services, XML, etc.).

L.2.1.4.3 The Offeror shall provide a list of risks associated with the implementation of the proposed Content Management System.

L.2.1.4.4 The Offeror shall summarize how the proposed solution is flexible and adaptable to meet today’s Web 2.0 technologies as well as meet the technological advances and trends of the future (e.g. completing online transactions over mobile devices, etc)

L.2.1.5 Detailed Requirements Response – The Offeror shall provide a response to each requirement point identified in Section C.3 of this document. For each requirement, the Offeror shall indicate if the requirement is fulfilled by the Offeror’s standard system or if customizations will be required. If customization is required, the Offeror shall include the cost of customizing the standard system to meet the requirement for each requirement.

L.2.1.5.1 **Integration of Legacy systems:** Offeror shall describe their approach(s) or methodology regarding the integration of information with legacy applications (e.g. Application Programming Interfaces (APIs), web services, XML, etc.). Offeror shall provide complete, current, and comprehensive technical systems documentation.

L.2.1.5.2 **Configuration:** Offeror shall describe how the solution shall provide the ability for each agency to configure the CMS turn-key tools to meet its unique and varied needs for each website.

L.2.1.5.3 **Scalability:** Offeror shall describe how the solution adapts to increased demands so that a high level of system performance is maintained. Offeror shall identify the platform(s) on which their solution is supported, recommend their preferred platform, and list the minimum requirements. The Offeror shall provide document cases to support their minimum requirement recommendations.

- L.2.1.5.4 **Initial Training:** Offeror shall describe how the solution will provide initial training for OCTO's web development team as well as agency administrative users so that they can begin to use the system successfully after deployment. Explain how you will tailor the training to ensure attendees learn how to use all of the turn-key features of the CMS, how to effectively manage content and workflow within the system, how to comply with 508 compliance regulations, and how to maximize the use of taxonomy and metadata. The training shall not be limited to the system functions solely; the training curriculum shall be tailored to the District's web standards and workflow process.
- L.2.1.5.5 **Implementation:** Offeror shall describe processes for the implementation of the Content Management System (i.e., initial project / configuration; security; training; content migration; testing; deployment)
- L.2.1.6 **Deployment** – The Offeror shall describe the process, methodology and strategy for deploying and implementing the Content Management System for the District of Columbia. Offeror shall include a timeline, number and type of resources required, and cost by role (if not included in the license fee). The Offeror shall also describe travel and accommodation expenses (if any). The Offeror shall explain the configuration method and plan to incorporate the portal architecture, individual sitemaps, user groups in order to **1)** migrate all specified legacy web content (up to 125 websites, 200 pages, over 8 databases) and applications per OCTO's direction into the new site architecture, design templates, navigation structure and user roles and permissions; **2)** provide Q/A development and testing of all content migration and CMS functions to include 508 compliance testing and workflow testing; and **3)** Configure DNS/domains to deploy the new system.
- L.2.1.6.1 The Offeror shall explain the service level agreements for system maintenance and tech support as well as the services that are included.
- L.2.1.6.2 The Offeror shall explain the method and pricing model (if not all inclusive) for all system upgrades, new technologies and services that were not included in the initial 1st year, but could be included in the option years.
- L.2.1.7 **Additional Software Requirements** – The Offeror shall list any additional software applications, utilities, etc. that the District would be required to purchase in order to successfully deploy the Offeror's solution (e.g. reporting software or middleware). This is not required if the Offeror is proposing a Software as a Service (SAAS) solution.
- L.2.1.8 **Data Migration** – The Offeror shall define the migration strategy to be used moving data from the existing content management system and HTML websites to the Offeror's proposed system. The Offeror shall include a strategy, timeline and cost.
- L.2.1.9 **Testing** – The Offeror shall provide a detailed test plan that provides roles, responsibilities and schedule for all testing. All UAT testing shall use current District data. The Offeror shall include a timeline and cost.

- L.2.1.10 Ongoing Training** – The Offeror shall describe the strategy to be used to train a small number of administrators and a total of approximately seventy (70) end-users. The Offeror shall include a timeline and cost for each type of user.
NOTE: Offeror shall describe methodology of Additional Training Options 1 and 2, (Section C.3) and provide separate pricing information for each.
- L.2.1.11 End-User and Administrator User Guides** – The Offeror shall indicate in their response whether the Offeror plans on delivering “generic” documentation or if the Offeror will tailor the manuals to match the District’s workflow and jargon. The Offeror shall include a timeline and cost of this documentation.
- L.2.1.12 Support** – The Offeror shall describe their support methodology (onsite, phone, web, FAQs, etc.). The Offeror shall include the cost of all options available. The Offeror shall also include the **maintenance contract for the solution.**
- L.2.1.13 Intranet** – The Offeror shall describe how their solution can also integrate with the District’s Intranet. If the District chooses to exercise an Intranet option, the Offeror’s solution shall also include all functional requirements listed in Section C.
- L.2.1.14 Total Cost of Ownership (TCO) Analysis.** The contractor’s project manager, working with the OCTO Project Manager, shall deliver an estimated TCO that identifies future development, refresh, and operational costs over a five-year period. This document is due no later than 60 days after the start of the project.

(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 **August 4, 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:

- (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 ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting

offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer shall not return this solicitation. Instead, they should advise the Contracting Officer, Annie R. Watkins, 202-727-5274, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Annie R. Watkins, 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 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 – 4th Street, N.W., Suite 771
Washington, DC 20001
202/727-5274
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 nonresponsibility 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 nonresponsible.

SECTION M
EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M. 3 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.3.1 TECHNICAL CRITERIA (60 Points)

The Offeror's evaluation will be based on the below technical criteria for a maximum of 60 points:

- M.3.1.1** The demonstrated ability to meet the requirements as defined in Section 3 as documented in the Offeror's response to this solicitation (**maximum 25 points**).
- M.3.1.2** The ability for each District agency to configure the system to meet its unique and varied needs and integrate legacy applications into the system. (**maximum 20 points**).
- M.3.1.3** The demonstrated ability that the proposed solution is flexible and adaptable to meet today's Web 2.0 technologies as well as meet the technological advances and trends of the future (e.g. completing online transactions over mobile devices, etc) (**maximum 3 points**).
- M.3.1.4** Positive references from at least 1 government entity or commercial website where Vendor has installed the proposed content management system (**maximum 2 points**).
- M.3.1.5** Defined methodology and project plan (showing the over-all timeline for implementing the CMS system (including data migration and training) for transitioning the websites to the new system (**maximum 5 points**).
- M.3.1.7** Defined plan that specifies how much the Offeror can realistically deliver within the first 3 months after the contract award (**maximum 3 points**).
- M.3.1.7** Commercial product is available for the District to purchase in the future and host on its own—applies only to SAAS and Hosted solutions since the District-owned solutions will already make the District incur costs for facilities and manpower (**maximum 2 points**)

M.3.2 ON-SITE PROOF-OF-CONCEPT (10 points)

Those invited to participate in an on-site proof-of-concept, could earn an additional 10 points of the evaluation.

- M.3.2.1** All offerors within the competitive range will have approximately 5 days to demonstrate their capabilities for an additional 10 points. This ability will be evaluated using the following methodology:

M.3.2.1.1 The Offeror shall demonstrate their capability to configure their application to meet the unique and varied needs of some of the District’s agencies, emphasizing ease of use to make web updates within the system, how to incorporate Web 2.0 functions, how to post content in one place and display it in multiple locations and the system’s internal workflow process capabilities. The District will provide the reasonable resources required by the Offeror to demonstrate this capability.

M.3.2.1.2 The Offeror shall demonstrate their ability to integrate with other applications, of which the highest value will be the integration with the District’s current legacy application(s). The exact set of applications to be integrated with will be agreed upon with all Offerors progressing to this stage and may or may not be the actual applications owned by the District. Offeror(s) will be given the option of using a prepared demonstration environment if they feel they can accurately depict the complexity and capability of integration with their proposed product. The District will provide the reasonable resources required by the Offeror to demonstrate this capability.

M.3.2.1.2 The Offeror shall demonstrate their ability to meet the requirements as set forth in Section 3 of this document.

M.3.3 PRICE CRITERIA (30 Points)

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 30 = \text{Evaluated price score}$$

M.3.4 PREFERENCE (12 Points)

Preference Points (0-12) for Local, Small, and Disadvantaged Business Enterprises (LSDBEs)

- Small Business Enterprise (SBE) 3 points
- Resident-Owned Business (ROB) 5 points
- Longtime Resident Business (LRB) 10 points
- Local Business Enterprise (LBE) 2 points
- Business located in Enterprise Zone (DZE) 2 points
- Disadvantaged Business Enterprise (DBE) 2 points

M.3.5 TOTAL (112 Points)

The maximum total preference to which a certified business enterprise is entitled for this procurement is twelve (12) points

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised. **Total Cost of Ownership (TCO) Analysis.** The contractor's project manager, working with the OCTO Project Manager, shall deliver an estimated TCO that identifies future development, refresh, and operational costs over a five-year period. This document is due no later than **60 days** after the start of the project.

M.5 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

1. Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone

a. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

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

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE 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 DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO 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 RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise 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 such business in response to a RFP.

b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified

LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of 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 a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

c. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business

located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference 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 a RFP.

2. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

3. Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

4. Vendor Submission for Preferences

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

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for an offeror to receive allowable preferences under this solicitation, the offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

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

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

4. Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

5. Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.