

<b>SOLICITATION, OFFER, AWARD</b>			1. Caption WIRELESS SECURITY ENGINEER SERVICES		Page of Pages 1   47			
2. Contract Number		3. Solicitation Number DCTO-2008-R-0294		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 8/25/2008		
				6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside				
7. Issued By: Office of Contracting and Procurement Office of the Chief Procurement Officer 441 4th Street, NW, Suite 930 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441 4TH Street, NW Suite 703 (Bid Room) Washington, DC 20001				
<small>NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"</small>								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>3</u> 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 <u>See Block 8 of this form</u> until <u>2:00 PM</u> local time <u>2-Sep-08</u> <small>(Hour) (Date)</small>								
<small>CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 &amp; 16 as applicable. All offers are subject to all terms &amp; conditions contained in this solicitation.</small>								
10. For Information Contact		A. Name Quentin W. Blanchard		B. Telephone (Area Code) 202 (Number) 724-2353 (Ext)		C. E-mail Address <a href="mailto:quentin.blanchard@dc.gov">quentin.blanchard@dc.gov</a>		
<b>11. Table of Contents</b>								
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	20	
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	Specifications/Work Statement	3	X	J	List of Attachments	26	
x	D	Packaging and Marking	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	Inspection and Acceptance	9			Representations, certifications and other statements of offerors	27	
X	F	Deliveries or Performance	10	X	K			
X	G	Contract Administration Data	11	X	L	Instructions, conditions & notices to offerors	32	
X	H	Special Contract Requirements	16	X	M	Evaluation factors for award	41	
<b>OFFER</b>								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>60</u> 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 <input checked="" type="checkbox"/>		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	
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
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date		

**SUGGESTED SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer, is seeking a contractor to provide Wireless Security Support services for the Citywide Information Technology Security program. The District contemplates award of a Firm Fixed Price Delivery Order.

**B.2 SCHEDULE – FIRM FIXED PRICE**

**B.3.1 Base Period is 6 Month from date of award.**

<b>CLIN</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
0001	Wireless Security Engineering Services				
0001AA	Wireless Security Engineer In Accordance With Section C.	1000	Hours	\$	\$

**B.3.2 Option Period is for 12 months**

<b>CLIN</b>	<b>Description</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
0002	Wireless Security Engineering Services				
2001AA	Wireless Security Engineer In Accordance With Section C.	1000	Hours	\$	\$

**C.1 BACKGROUND**

The District of Columbia Office of the Chief Technology Officer (OCTO) and the Citywide Information Technology Security (CWITS) program has a requirement for an IT Security Engineer with expertise in the deployment and management of a Wireless Security infrastructure for 15 mission critical District agencies. This statement of work is for one (1) Wireless Security Engineer. The base period of performance will be for 6 months with a one year option period.

**C.2 DEFINITIONS**

**C.2.1**

CWITS	Citywide Information Technology Security
DCWAN	DC Wide Area Network
COTR	Contracting Officer Technical Representative

**C.3 SCOPE OF WORK:**

The consultant shall provide support to CWITS as a Wireless Security Engineer in the planning, implementation, deployment, and management of the CWITS Information Security Architecture for the DC Government Wide Area Network (DCWAN). The consultant will receive technical tasking from the CWITS Security Systems Manager and Security Operations Manager, with indirect tasking from the Director of CWITS, and have contract responsibility reporting to the COTR.

**C.3.1** The contractor shall lead the advanced technical support on network wireless management projects and related security infrastructure, provide lead technical support to agencies and other IT personnel relating to Wireless Security device implementation, standards compliance, vulnerability reduction, and strategic security planning. The contractor shall document security procedures, processes, technical specifications, implementation plans, and configuration of daily tasks as necessary for the continuation of operations.

**C.3.2** The contractor shall assist the District of Columbia with a centralized management system for multiple security platforms. Coordinate with OCTO or other agencies to implement security procedures, rogue AP monitoring systems. The contractor is responsible for identifying, troubleshooting and resolving complex network connectivity issues while perform routine day-to-day management of assigned security devices in accordance with established procedures and requirements. The contractor shall conduct OCTO configuration control board support on behalf of CWITS and support information security-related development projects.

**C.3.3** The contractor shall provide expert level technical expertise, leadership and direction of all security infrastructure projects. Perform Wireless AP monitoring and event response and evaluate the Cisco 2700 WLA Management System. The contractor shall construct the Cisco 2700 WLA Management System, perform management oversight of deployed Cisco 2700 WLA and perform equipment racking and cabling tasks. The contractor is responsible for developing and delivering the Cisco 2700 WLA Management Deployment Reports and performs rogue AP detection, mitigation and DCERT escalation. Conduct Wireless Incident Response Perform configuration and system upgrade (Cisco ISO). The contractor shall evaluate, test and deploy new Wireless technologies, evaluate the District's wireless architecture and engineer new enhancements for the existing platform

#### **C.4 SELECTION CRITERIA:**

**C.4.1** The CWITS management will select the most qualified contractor staffing nominee based upon comparative analysis of the following technical skill criteria and qualification requirements:

#### **C.4.2 TECHNICAL SKILLS:**

- a. Expert knowledge of the Cisco Aironet product line, Cisco Wireless Location Appliance systems;
- b. Expert knowledge of various protocols (LWAPP, HTTP, TCP/IP, UDP, FTP, ICMP, ARP RIP, SMTP, SNMP, BGP etc)
- c. Expert knowledge of Wireless technology implementation techniques;
- d. Expert knowledge of the OSI model and TCP/IP stack;
- e. Expert knowledge of network routing and switching methodologies and protocols.
- f. Expert knowledge of networking troubleshooting and analysis tools (Ethereal, LANguard, NetStumbler port, system and network analyzers sniffers, etc);
- g. Expert knowledge of Intrusion Detection/Prevention Systems (IDS/IPS);
- h. Expert knowledge of IEEE 802.11 standards, platforms, frequency variation and limitations (802.11a, b, g, n)
- i. Expert knowledge of Cellular technologies GSM, CDMA and Cellular data transport  
EVO,GPRS, EDGE, etc.
- j. Functional knowledge of or experience in a network operations center.
- k. Functional knowledge of the Windows Operating System environment;
- l. Functional knowledge Information Security best practices; Basic knowledge of script writing
- m. Basic knowledge of a programming language (C, C++ etc.)

**C.5 INTERPERSONAL SKILLS:**

**C.5.1** The contractor shall demonstrate its ability to provide superior customer service to clients and provide expert technical leadership and direction. The contractor shall communicate effectively both oral and in writing and have the ability to work as team player.

**C.6 QUALIFICATION REQUIREMENTS:**

**C.6.1** These positions require a BS or equivalent in computer science or electrical engineering. Equivalent professional and technical training may be considered in lieu of the degree. Candidates must have a minimum of 3 years experience as a full-time IT Security Engineer supporting wide area networks and must demonstrate expert-level skills in Wireless Security technology deployment and management. The CCNP, CCIE certifications or other Wireless Security Engineering Certifications will result in higher candidate ratings.

**C.6.2** In general, the positions require an extensive knowledge in information security, information assurance, and threat and vulnerability trends. This position also requires a functional knowledge of networking, databases and systems operations. Strong related experience in developing security procedures, plans and policies and selecting/implementing automated management/administration tools is also needed. These positions require the consultants to possess strong planning and organizing skills. The consultants must also possess keen problem solving and analysis skills and be decisive as well as flexible. Consultants must also possess expert technical leadership and direction skills. Excellent oral and written communications skills are essential.

**C.7 SELECTION RANKING FACTORS:**

**C.7.1** Vendors are hereby notified that no more than three (3) candidates per vendor will be considered and ranked. Vendors may submit less than 3 candidates for full consideration. Each candidate submitted by the vendors will be ranked according to the following factors. Ranking will be performed in two phases. In phase one, all candidates will be preliminarily ranked using information presented in submitted resumes to generate a list of fully qualified candidates. In phase two, only those candidates preliminarily ranked as fully qualified will be contacted for personal interviews to determine their final ranking for selection purposes.

**C.7.2**

<b>RANKING FACTOR</b>	<b>WEIGHTING PERCENTAGE</b>
a. Specialized technical skills in paragraph C.4, including demonstrated experience deploying and managing Wireless networks within a wide area network environment.	40%

b. Interpersonal skills in paragraph C.5.	10%
c. Qualification Requirements in paragraph C.6, specifically including a minimum of 3 years full-time experience as an IT security engineer.	20%
d. Price	30%

**C.8 PHYSICAL DEMANDS:**

**C.8.1** The contractor is primarily seated while performing the duties of the position. Occasional walking, standing, or commuting to other departments and buildings is required. The hands are regularly used to write, type, key, file and handle or feel small controls and objects. The contractor must frequently observe, talk, and hear in fluent English. Weight of up to 50 pounds is occasionally lifted.

**C.9 WORK SCHEDULE:**

**C.9.1** The hours required for this project are based on a 40-hour workweek. The workweek is specifically defined as 8:30AM through 5:30PM on weekdays designated as business hours for the District of Columbia government. Consultants are not authorized flexible schedules or telecommuting under this contract. **Vendors are responsible for insuring that consultants remain in compliance with the work schedule requirements.** Upon notification by the Contracting Officer’s Technical Representative (COTR), vendors shall be required to replace consultants that do not comply with the work schedule or other requirements of this SOW.

**C.9.2** Actual hours worked will not exceed contractual hours; however, the Director, CWITS may adjust hours as required to effectively manage the project. Vendors are responsible for tracking actual hours worked and insuring that consultants do not exceed contractual hours. All work performed by the consultant must be conducted on-site at OCTO provided facilities.

**C.10 POINTS OF CONTACT:**

**C.10.1** All pre-award vendor questions regarding this solicitation must be submitted to the OCP Contracting Specialist issuing this RFP. After contract award, the COTR shall be the principal point of contact for the vendor. The COTR in the Office of the Chief Technology Officer shall be the principal point of contact for the District. The COTR, unless this Representative expressly assigns a Designee, is responsible for all matters pertaining to the contract performance. All invoices shall be submitted for certification to the COTR. The COTR shall not supervise contractor employees nor take actions or make decisions reserved to the authority of the Contracting Officer.

**C.10.2** The Contracting Officer shall be responsible for any contractual actions including those affecting modifications of the terms and conditions of the contract, issuance of preliminary termination notices (show cause letters or cure notices), or actions to terminate the contract.

**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 number six \*(6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

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

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

**F.2.1** The District may extend the term of this contract for a one year option period, 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 one year and six months.

### **F.3 DELIVERABLES**

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

**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

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

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

**G.2 INVOICE SUBMITTAL**

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

**Name:** Office of the Controller/Agency CFO  
**Address:** 441 – 4<sup>th</sup> Street, NW, Suite 1020 South  
Washington, DC 20001  
**Telephone:** 202-727-2277

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

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

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

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

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

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

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

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

**G.2.2.8** Authorized signature.

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

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

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

**G.4 PAYMENT**

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

***G.4.1 PARTIAL PAYMENTS***

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following: "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest

penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

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

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is: Annie R. Watkins, Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW, Suite 971 North  
Washington, DC 20001  
(202) 727-5274

**G.7.1** Refer all inquiries regarding this RFP to:

Quentin Blanchard  
Contracts Specialist  
441 4<sup>th</sup> Street, N.W., Suite 971 North  
Washington, D.C. 20001  
Phone: (202) 724 – 2353  
E mail: [quentin.blanchard@dc.gov](mailto:quentin.blanchard@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:

**Yusuf Acar**  
**441 4<sup>th</sup> Street, NW, Suite 1040 South**  
**Washington, DC 20001**  
**Phone: (202) 727-8699**  
**E Mail: yusuf.Acar@dc.gov**

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

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

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### *H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES*

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

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

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Rev. 4 dated 7/5/07 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were

maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) 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](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

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

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

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

### **I.4 TIME**

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

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

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

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical

reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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

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

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

**RESTRICTED RIGHTS LEGEND**

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

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

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

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to

enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

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

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

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

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

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- I.8.1.1** Commercial General Liability Insurance: \$1,000,000.00 limits per occurrence, District added as an additional insured.
- I.8.1.2** Automobile Liability Insurance: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for both bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for property damage.
- I.8.1.3** Worker's Compensation Insurance: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times according to the statutes of the District of Columbia, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000.00 per employee for disease, \$500,000.00 policy limit disease.

**I.8.1.4**     Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000.00).

**I.8.1.5**     Property Damage: The Contractor shall carry property damage insurance of at least \$20,000.00 per occurrence.

## **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), 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   PRE-AWARD APPROVAL*

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia. In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

**SECTION J: LIST OF ATTACHMENTS**

- J.1** Wage Determination No. 2005-2103 REV (04) dated 7/5/07
- J.2** **INCORPORATED ATTACHMENTS** (*The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the offer.*)
  - J.2.1** LSDBE Certification Package
  - J.2.2** E.E.O. Information and Mayor's Order 85-85
  - J.2.3** Tax Certification Affidavit
  - J.2.4** First Source Employment Agreement
  - J.2.5** Cost/Price Data Package

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

**K.1 AUTHORIZED NEGOTIATORS**

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

---

---

---

**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

a corporation incorporated under the laws of the State of:

- an individual,  
 a partnership,  
 a nonprofit organization, or  
 a joint venture.

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

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

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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 sub offerors. (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.

## **K.8 WALSH-HEALEY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

## **K.9 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- a) Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- b) A negative reply will not adversely affect consideration of your bid/proposal.
- c) It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- d) Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-

discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.

- e) The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

## **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 whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

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

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

One original and *three (3)* copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Offeror shall submit (1) one electronic copy (of both the Technical Proposal and Price Proposal) in Microsoft Format. Telephonic, telegraphic, and facsimile proposals **will not** be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation Number **DCTO-2008-R-0294**."

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the SOW). Proposals shall include a table of contents with a detailed listing of information presented in the contractor's proposal and each page shall be numbered. Proposals shall be organized and presented in the following sections:

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

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

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

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

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base period. Evaluation of options shall not obligate the District to exercise them. The District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

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

1. **Technical Skills** – The most qualified contractor staffing nominee will be selected based upon a comparative analysis of the requirements identified in section C.4 of the solicitation. The offeror shall, at a minimum, address all the requirements outlined in the SOW.

2. **Interpersonal Skills** – The staffing nominee will be evaluated on its demonstrated ability to provide superior customer service to clients, technical leadership and ability to communicate orally and in writing in accordance with section C.5 of the SOW.

3. **Qualification Requirements** – The staffing nominee will be evaluated on the minimum qualification requirements identified in section C.6 of the SOW.

4. **Past Performance Information** (Submit 3 copies) - Past Performance Information: Past Performance contains three sub factors which are of equal importance to each other; (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction. The offeror shall provide contract references (preferably, at least 3) both for itself and for any major subcontractor to enable the government to assess the quality of the offeror’s /major subcontractor’s past performance.

A major subcontractor is a subcontractor that is expected to perform at least 25% of the work under this contract. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The contracts must have been completed within the last three years or (if still ongoing) have been performed for at least one year. The following information shall be included for each contract:

1. Name and address of contracting activity, state or local government agency or commercial customer.
2. Contract type (fixed price/cost reimbursement)
3. Contract Value
4. Brief description of service required under the contract, including performance location(s) and performance period.
5. Name and telephone number of individual (administrative contracting officer/program manager) able to provide information about offeror's past performance. (20 Points)

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

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

#### ***L.3.1 Proposal Submission***

**Proposals must be submitted no later than (REFERENCE TIME AND DATE ON SOLICITATION COVER PAGE 1, BLOCK 9).** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

### **L.3.2 Withdrawal or Modification of Proposals**

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

### **L.3.3 Postmarks**

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

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (10) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation.

Instead, they should advise the Contracting Officer, Annie R. Watkins (contact information is

located in Section G.7), by letter or postcard whether they want to receive future solicitations

for similar requirements. It is also requested that such recipients advise the Contracting

Officer, Office of the Chief Technology Officer of the reason for not submitting a proposal in

response to this solicitation. If a recipient does not submit an offer and does not notify the

Contracting Officer, Office of the Chief Technology Officer that future solicitations are

desired, the recipient's name may be removed from the applicable mailing list.

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

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

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

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **L.7 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested,

alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in

writing with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.8 SIGNING OF OFFERS**

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

**L.9 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.10 RETENTION OF PROPOSALS**

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

**L.11 PROPOSAL COSTS**

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

**L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

**L.13 CERTIFICATES OF INSURANCE**

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

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

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.15 BEST AND FINAL OFFERS**

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

**L.16 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

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

**L.16.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.17 FAMILIARIZATION WITH CONDITIONS**

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

**L.18 STANDARDS OF RESPONSIBILITY**

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

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

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

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

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

- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non responsible.

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

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

### **M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

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

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

### **M.3 EVALUATION CRITERIA**

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

**M.3.2 TECHNICAL CRITERIA 70 - Points**

RANKING FACTOR	WEIGHTING PERCENTAGE
a. Specialized technical skills in paragraph C.4, including demonstrated experience deploying and managing Wireless networks within a wide area network environment.	40%
b. Interpersonal skills in paragraph C.5.	10%
c. Qualification Requirements in paragraph C.6, specifically including a minimum of 3 years full-time experience as an IT security engineer.	20%

**M.3.2 PRICE CRITERIA (30 Points)**

**M.3.3 PREFERENCE (12 Points)**

**M.3.4 EVALUATION OF OPTION YEARS**

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

**SMALL BUSINESS SET-ASIDE SOLICITATION WITH SBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.4 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.4.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside**

**50%** of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises.

Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

#### M.4.2 General Preferences

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

- M.4.2.1 **Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;**
- M.4.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.4.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

#### M.4.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.4.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.4.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.4.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.4.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.4.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.4.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

#### M.4.4 Maximum Preference Awarded

**Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in**

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

#### **M.4.5 Preferences for Certified Joint Ventures**

**When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.**

#### **M.4.6 Vendor Submission for Preferences**

M.4.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.4.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.4.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.4.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:  
Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

M.4.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.4.7 Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.4.7.1 A description of the goods and services to be provided by SBEs;

- M.4.7.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;
- M.4.7.3 The names and addresses of all proposed subcontractors who are SBEs;
- M.4.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.4.7.5 A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.4.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.4.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.4.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.4.7.9 A description of the prime contractor's recent effort to locate SBE and to award subcontracts to them.

M.4.8 **Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.5.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.5.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.