

SOLICITATION, OFFER, AND AWARD		1. Caption Fire Station Alerting System		Page of Pages 1 71	
2. Contract Number	3. Solicitation Number DCTO-2009-R-0020	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 3/9/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, N.W., Suite 930 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, Suite 703 South Washington, DC 20001		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00PM local time Wednesday, April 8, 2009
(Hour) (Date)

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

10. For Information Contact	A. Name Lindel Reid	B. Telephone			C. E-mail Address linde.reid@dc.gov
		(Area Code) 202	(Number) 741-0834	(Ext)	

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OFFER

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

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

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

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

15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
(Area Code)	(Number) (Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

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



Government of the District of Columbia

Office of Contracting & Procurement

Sol. First Page Offer Award Form - DCOCF-209-V2206

District of Columbia Office of Unified Communications

Request for Proposal for a Fire Station Alerting System



March 2009

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A.1 INTRODUCTION

The Office of the Unified Communications (OUC) manages and maintains the Public Safety Communications system and infrastructure for all District of Columbia Public Safety agencies (MPD, FEMS, HSEMA, and others). These communication systems support Public Safety voice, data, and mobile computing as well as regional communications interoperability. This Request for Proposals is for the listed parts, materials and services required to replace the current Fire Station Alerting System.

The Office of Contracting and Procurement (OCP) on behalf of the Office of Unified Communications (OUC) is seeking proposals for a contractor to furnish and install hardware, software and implementation services for a Fire Station Alerting System (FSAS) for its 33 Fire Stations, one (1) Fire Boat, and the OUC Radio Shop. These parts, materials and services are for dispatching fire and emergency medical services calls received from E911 calls.

The desired FSAS shall allow dispatch of E911 calls and use state-of-the-art Fire/EMS Station Alerting System solutions to help meet the District of Columbia OUC and Fire/EMS (FEMS) agency goals of reducing response times, enhance communications, give immediate, relevant, access to data related to public safety, and streamline operating procedures.

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The Government of the District of Columbia, Office of the Unified Communications (OUC) seeks a replacement Fire Station Alerting System (FSAS) for installation in the 33 District Fire Stations, one (1) Fire Boat, plus one system installed at the OUC Radio Shop. Attachment J.1.1 provides a listing, including the addresses of each fire station, the fire boat and the radio shop.
- B.2** The District contemplates award of a Firm Fixed Price contract.
- B.3** If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of Section M.6.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of Section M.6.1, but fails to submit a subcontracting plan with its proposal.
- B.4** The District requires the Contractor to provide pricing for each Contract Line Item Number (CLIN) listed in the tables below for all 33 District Fire Stations, one (1) Fire Boat, and the OUC Radio Shop.
- B.4.1** If the offeror proposes parts or components not identified by the District, the parts or components shall be included in the CLINs under “Miscellaneous” by the offeror and the offeror may add additional lines to the CLIN to specify the parts or services needed for the FSAS.
- B.4.2** The offeror shall complete each CLIN which shall include the total quantities for all 33 Fire Stations, the Fire Boat, and the OUC Radio Shop. Requirements could be different depending on configuration of each location, such as quantities of colored lights, alert modules, speakers, etc. The offeror must ensure that the correct quantities for each CLIN are provided in its proposal for all locations.
- B.4.3** If the offeror after surveying a Fire Station determines that certain existing components, such as lights, sensors, PA speakers, etc can be reused, the offeror shall specify in the proposal and indicate such in a footnote to the CLIN for each Fire Station.
- B.4.4** The offeror shall provide a list of recommended spare parts including minimum quantities and provide pricing for individual spare parts, as well as any kit pricing discounts.

B.4.5 The offeror shall provide quantity discount pricing based on total quantities of individual units described in the Base Year CLIN for all Fire Stations, the Fire Boat, and the OUC Radio Shop.

B.5 PRICE SCHEDULE – FIRM FIXED PRICE

B.5.1 BASE YEAR – (33 Fire Stations, 1 Fire Boat, and the OUC Radio Shop)

CLIN	Product Description	Quantity	Unit Price	Total Price
0001	Hardware and Materials			
0001A	FSAS Central Server/System (redundant configuration)		\$ _____	\$ _____
0001B	Station Control Terminal or Control Unit		\$ _____	\$ _____
0001C	Audio PA Speakers		\$ _____	\$ _____
0001D	Audio Alert Speakers		\$ _____	\$ _____
0001E	Noise Level Sensors		\$ _____	\$ _____
0001F	Doorbell		\$ _____	\$ _____
0001G	Alerting Bell		\$ _____	\$ _____
0001H	50" Flat Panel Video Display		\$ _____	\$ _____
0001I	Scrolling Signs		\$ _____	\$ _____
0001J	Router		\$ _____	\$ _____
0001K	FSAS Cabling for Fire Station		\$ _____	\$ _____
0001L	FSAS Lighting for Fire Station		\$ _____	\$ _____
0001M	FSAS Zone Alert Lighting for Fire Station		\$ _____	\$ _____
0001N	FSAS Alarming for Fire Station		\$ _____	\$ _____
0001O	FSAS PA Interface for Fire Station		\$ _____	\$ _____
0001P	FSAS Recommended Spare Parts Kit		\$ _____	\$ _____
0001Q	Miscellaneous		\$ _____	\$ _____
	Sub-Total Hardware and Materials			\$ _____
0002	Installation Services			
0002A	Site Survey		\$ _____	\$ _____
0002B	Individual Fire Station Installation Design		\$ _____	\$ _____
0002C	Permitting		\$ _____	\$ _____
0002D	FSAS Central Server/System Installation		\$ _____	\$ _____
0002E	FSAS Station Control/Control Unit Installation		\$ _____	\$ _____
0002F	PA Speaker Installation		\$ _____	\$ _____
0002G	Alerting Speaker Installation		\$ _____	\$ _____

CLIN	Product Description	Quantity	Unit Price	Total Price
0002H	Noise Level Sensor Installation		\$ _____	\$ _____
0002I	Doorbell Installation		\$ _____	\$ _____
0002J	Outdoor Video Camera Installations		\$ _____	\$ _____
0002K	50" Flat Panel Video Display Installation		\$ _____	\$ _____
0002L	Scrolling Screen Installation		\$ _____	\$ _____
0002M	Router Installation		\$ _____	\$ _____
0002N	FSAS Cabling Installation for Fire Station		\$ _____	\$ _____
0002O	FSAS Lighting Installation for Fire Station		\$ _____	\$ _____
0002P	FSAS Zone Alert Lighting Installation for Fire Station		\$ _____	\$ _____
0002Q	FSAS Alarm Installation for Fire Station		\$ _____	\$ _____
0002R	FSAS PA Interface Installation for Fire Station		\$ _____	\$ _____
0002S	Recommended Spare Parts Kit		\$ _____	\$ _____
0002T	FSAS Programming and Optimization		\$ _____	\$ _____
0002U	Acceptance Testing		\$ _____	\$ _____
0002V	Onsite Radio Technician System Maintenance Training for ten (10) OUC Technical Staff	1	\$ _____	\$ _____
0002W	FEMS System Operational Training	1	\$ _____	\$ _____
0002X	Miscellaneous		\$ _____	\$ _____
	Sub-Total Installation Service			\$ _____
0003	Annual Maintenance (Priced Monthly) for 33 Fire Stations, 1 Fire Boat and the OUC Radio Shop			
0003A	Maintenance Contract (Level 1)	12	\$ _____	\$ _____
0003B	Maintenance Contract (Level 2)	12	\$ _____	\$ _____
	Sub-Total Maintenance			\$ _____
	GRAND TOTAL B.4.1			\$ _____

(NOTE: It is possible that the base year maintenance contract could be prorated for the number of months until the end of the contract period.)

B.5.1.1 OPTION YEAR ONE - (Date of Award through One Year Thereafter)

CLIN	Product Description	Quantity	Unit Price	Total Price
1001	Annual Maintenance for 33 Fire Stations, 1 Fire Boat, and the OUC Radio Shop			
1001A	Maintenance Contract (Level 1)	1	\$ _____	\$ _____
1001B	Maintenance Contract (Level 2)	1	\$ _____	\$ _____
	GRAND TOTAL B.4.1.1			\$ _____

B.5.1.2 OPTION YEAR TWO - (Date of Award through One Year Thereafter)

CLIN	Product Description	Quantity	Unit Price	Total Price
2001	Annual Maintenance for 33 Fire Stations, 1 Fire Boat, and the OUC Radio Shop			
2001A	Maintenance Contract (Level 1)	1	\$ _____	\$ _____
2001B	Maintenance Contract (Level 2)	1	\$ _____	\$ _____
	GRAND TOTAL B.4.1.2			\$ _____

B.5.1.3 OPTION YEAR THREE - (Date of Award through One Year Thereafter)

CLIN	Product Description	Quantity	Unit Price	Total Price
3001	Annual Maintenance for 33 Fire Stations, 1 Fire Boat, and the OUC Radio Shop			
3001A	Maintenance Contract (Level 1)	1	\$ _____	\$ _____
3001B	Maintenance Contract (Level 2)	1	\$ _____	\$ _____
	GRAND TOTAL B.4.1.3			\$ _____

B.5.1.4 OPTION YEAR FOUR - (Date of Award through One Year Thereafter)

CLIN	Product Description	Quantity	Unit Price	Total Price
4001	Annual Maintenance for 33 Fire Stations, 1 Fire Boat, and the OUC Radio Shop			
4001A	Maintenance Contract (Level 1)	1	\$ _____	\$ _____
4001B	Maintenance Contract (Level 2)	1	\$ _____	\$ _____
	GRAND TOTAL B.4.1.4			\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

The Fire/EMS Station Alerting System (FSAS) solution described in the proposal shall be based on mature technology that is installed and in use in like agencies in the United States. The contractor proposal shall include all the hardware and software required for a complete FSAS, including the cost associated with the installation services.

When preparing the response, any exceptions to the specifications shall have an explanation detailing the deficiency and any alternatives available as well as referencing the contract line item number (CLIN) of the requirement.

The scope of the project includes providing a state-of-the-art FSAS that can broadcast alerts and dispatches from the District's Computer Aided Dispatch (CAD) System to the fire station including the type of call, units required to respond, address, tactical radio channel, and additional related data to a video display and/or scrolling signs, as well as printing the above dispatch data, zoning for lights and audio, appliance shutdown, operating bay doors, or other special features. Contractors are invited to include descriptions of these types of product features to be evaluated for potential to this project.

The scope of work includes replacing existing station alerting system as well as the installation of new equipment in future new station construction and major remodels.

The contractor may visit several of the District's Fire Stations to evaluate whether any of the existing equipment may be utilized in the new system, as well as to develop installation requirements at each Fire Station. Interested Contractors shall coordinate the station visits through the Contract Specialist and the appropriate FEMS department program managers and/or facilities maintenance representatives.

The District will evaluate proposals as defined in Section M of this RFP. The District will require all contractors who meet the initial requirements as defined in Section C and not disqualified for any other reason to provide a demonstration of their system to the evaluation team members prior to the Contracting Officer (CO) making the final determination of the successful contractor.

The contractor's proposals shall be structured in a way that allows the District to implement the FSAS in a modular fashion by fire station. The contractor can provide a complete system price, but shall include the detailed level of detail that allows the District to choose an ala carte solution.

C.1.1 APPLICABLE DOCUMENTS

All R51 Installation Standards shall be followed.

All applicable electrical or building codes shall be followed.

This system shall be NFPA 1221 compliant, as it applies. The National Fire Protection Association (NFPA) is a standards setting organization that has developed the 1221 standard for installation, maintenance and use of Emergency Services Communications Systems. The 1999 edition is a comprehensive document that refers to much more than station alerting technologies. Chapter 6 refers to Dispatching Systems, and specifically to:

6-1.1 General

6-1.2 Monitoring for Integrity

C.2 BACKGROUND

The District of Columbia operates a Fire Station Alerting System that is nearing end of life for the hardware utilized in this system. The Fire Station Alerting System is interconnected with the District's Computer Aided Dispatch (CAD) System, which is utilized to dispatching District resources for a variety of events. The Fire Station Alerting System operates, lights, audio system components, display terminals, scrolling signed, printers and bay doors. Therefore the Office of Contracting and Procurement (OCP) is issuing this Request for Proposals for a state-of-the-art replacement system.

There are 33 Fire Stations, one (1) Fire Boat located within the District of Columbia, as well as the OUC radio shop, each of which will be upgraded with the new system components. There are about a half dozen Fire Stations that are 50 years old or older, about 5 that have been built in the last five to ten years, and the rest are housed in buildings built in between. The contractors will have the option to visit some or all of the stations, based upon request to the Office of Contracting and Procurement (OCP). The OCP along with OUC will coordinate with the FEMS Facilities Maintenance and the individual Stations officers.

C.3 FIRE STATION ALERTING SYSTEM (FSAS) REQUIREMENTS

C.3.1 CAD Interface

C.3.1.1 This FSAS shall be controlled directly from the OUC CAD system (currently Intergraph v8.1 and future upgrades) via a TCP/IP network. The CAD system server presently exists at the communication center (OUC). The contractor shall be able to demonstrate this ability.

C.3.1.2 For each dispatch message received from CAD, this fire station alerting system shall send an acknowledgement over the TCP/IP network indicating the success or failure of each dispatched station for the given incident.

C.3.1.2 The FSAS central server or system shall be geographically redundant and be capable of receiving dispatches or alerts from any of the District's Intergraph CAD Servers.

C.3.2 Communications Interface

- C.3.2.1** The FSAS shall utilize the District's IP network as the primary means of communications between the District CAD system and the Fire Stations with automatic switchover capability to on-air dispatch system in case of the IP network failure
- C.3.2.2** A failure in the TCP/IP link between the dispatcher and any Fire Station that is part of the FSAS shall provide an audible and visual alarm in both the Dispatch location and Fire Station.
- C.3.2.3** The FSAS shall have the capability of routing the voice dispatch data to a telephone (VoIP or POTS) located at the Fire Station, as an option.
- C.3.2.4** The failure of the TCP/IP link shall cause the FSAS to switch to the first level of redundant back-up communications, and shall be configurable in the FSAS.
- C.3.2.5** The FSAS interface to the CAD system shall support the following messages from CAD:
 - C.3.2.5.1** Dispatches
 - C.3.2.5.2** Move-ups
 - C.3.2.5.3** Abort messages
 - C.3.2.5.4** Non-emergency alerts
 - C.3.2.5.5** Status queries
 - C.3.2.5.6** Unit status messages
- C.3.2.6** The FSAS shall have the capability for the system administrator to configure the dispatch procedures including but not limited to the following:
 - C.3.2.6.1** Alerts (visual and/or audio alerts at each Fire Station)
 - C.3.2.6.2** Canned messages (prerecorded text or voice messages that are sent to the Fire Station)
 - C.3.2.6.3** Acknowledgements (acknowledges receipt of alert at the Fire Station)
 - C.3.2.6.4** Printer
 - C.3.2.6.5** Radio Talk Group (tactical radio channel assigned by the CAD)
- C.3.2.7** There shall be no equipment in the dispatch center to operate the primary alerting circuit. The alerting connection shall be from CAD directly to the fire station alerting equipment in the fire station using the District's IP network.
- C.3.2.8** The FSAS shall include a radio interface (Motorola SmartZone 4.1 and future

Motorola P25 6.X or 7.X) for redundant dispatching and on-air dispatching. Each dispatched run shall be broadcast over both the alerting network and the dispatch radio channel. The contractor shall be able to demonstrate this ability.

- C.3.2.9** The radio interface shall be equipped to detect radio channel traffic and wait until the channel is free to begin automated dispatching.
- C.3.2.10** In the event of loss of connection to CAD, the FSAS shall provide a method for manually dispatching the stations.
- C.3.2.11** The FSAS solution shall be capable of providing manual non-emergency messages to a station or group of stations.
- C.3.2.12** The FSAS shall be capable of alerting support staff of critical events that occur within the alerting system. This shall be accomplished by all or a combination of the following methods: visually, audibly, via email/pager. Each method shall be individually enabled or disabled via control at the dispatch terminal.

C.3.3 Communications Redundancy

- C.3.3.1** The FSAS shall support a redundant and diverse method of back-up communications, such as via the District's 800 MHz SmartNetII Analog Simulcast trunked radio network via an IP connection or a control station.
 - C.3.3.1.1** The FSAS shall support the Motorola Call Alert feature on the 800 MHz Trunked System control channel.
 - C.3.3.1.2** The FSAS shall support hi-speed DTMF signaling on an analog radio channel.
 - C.3.3.1.3** The FSAS shall support digital data over a digital radio channel.
 - C.3.3.1.4** The FSAS shall support the ability to utilize other District radio assets as back-up communications channels including the District's UHF or VHF channels, via an IP connection or a control station.
- C.3.3.2** The contractor shall propose other methods of providing redundancy in the communications between the District CAD system and the Fire Stations.

C.3.4 FSAS Technical Requirements

- C.3.4.1** The FSAS shall have the capability, for any incident, to create audible dispatch alerts that announce simultaneously in multiple stations.
- C.3.4.2** The FSAS shall be modular allowing the fire department to implement the system in incremental stages at a few of the fire stations at a single time, while maintaining full fire station dispatch operations capability.
- C.3.4.3** All the FSAS functions shall be re-configurable by software changes only, without requiring changes to the hardware units.

- C.3.4.4** The FSAS shall provide multiple relay contacts at that station for the purpose of controlling External switched functions, such as open the bay doors. A minimum of eight contacts shall be provided that can switch up to 7 amps of current, and 120Vac. At a minimum, the contacts shall be able to be energized for a configurable period of time upon receipt of a CAD dispatch message.
- C.3.4.5** The FSAS shall provide, at each station, capability to control functions for each of the following: relay activation, audible tones, PA Systems with speakers, light indicators, bells, video displays, scrolling displays, and printer interfaces and preferably use existing equipment. The OUC will provide guidelines for reuse of existing equipment.
- C.3.4.6** The system shall be capable of alerting up to 20 individual units within 5 seconds.
- C.3.4.7** The FSAS shall provide an audible ramped alert tone that clearly identifies to the units the type of call, such as Engine, Ambulance, or other apparatus that is being dispatched, as defined by the District's CAD System.
 - C.3.4.7.1** The alert tone shall immediately precede the dispatch announcement.
 - C.3.4.7.2** The ramped tones shall start out at low volume and increase in volume over a period of five seconds.
 - C.3.4.7.3** The FSAS shall be capable of programming the audio level in one dB increments over a range of ninety dB remotely.
 - C.3.4.7.4** The FSAS shall automatically set the base audio level 6 dB above the ambient noise floor and be configurable by the system administrator for both day and night time operations.
 - C.3.4.7.5** The alert tone frequencies and format will be presented by DC FIRE & EMS DEPARTMENT after the award of the contract.
- C.3.4.8** Audible alerts at stations shall start not more than two seconds after the alerting system receives a request from the CAD system.
- C.3.4.9** The FSAS shall be able to support a minimum of seven (7) zones at each station.
- C.3.4.10** The FSAS shall be capable of providing colored light indicators throughout the fire station with unit-specific colors.
 - C.3.4.10.1** The colored light indicators shall be illuminated upon receipt of command data from the dispatch center indicating unit-specific responses.
 - C.3.4.10.2** Colored light indicators shall be visible from a minimum of twenty, unobstructed feet from the display device.
 - C.3.4.10.3** The FSAS shall be capable of activating a strobe or other visual alarm in the Fire Station workout or weight room.

- C.3.4.10.4** The colored light indicators shall be capable of delivering pre-announcement.
- C.3.4.10.5** The colored light indicators shall be capable of producing night-vision lighting for a programmable time period after activation by a unit-specific response command.
- C.3.4.11** The FSAS shall be capable of supporting the operation of individual alerting modules that can be placed in an individual dormitory that may be programmed to a unit-specific zone by the fire department personnel.
 - C.3.4.11.1** The modules shall be capable of (human) voice pre-announcements for the programmed unit-specific zone, dispatch audio and night-vision lighting of the dormitory area during the activation period.
 - C.3.4.11.2** The module shall be programmable to accommodate personnel assignments to more than one unit-specific zone.
 - C.3.4.11.3** The module shall be capable of programming the audio levels.
 - C.3.4.11.4** The module shall be capable of programming a lower audio level during nighttime hours of operation.
 - C.3.4.11.5** The module shall be capable of programming night-vision lighting level over a range and enabling or disabling station radio audio permitting radio watch operations.
 - C.3.4.11.6** The module shall be easily moveable by fire department personnel without any assistance from outside services.
- C.3.4.12** The FSAS shall be capable of alerting by categories defined by the CAD System including:
 - C.3.4.12.1** Station(s),
 - C.3.4.12.2** Unit or Incident Type (i.e. Fire, Medic)
- C.3.4.13** The FSAS shall be capable of providing an outside doorbell that will provide an alert in the Fire Station.
- C.3.4.14** The FSAS shall provide a method to route this alert to the Dispatcher, should the Fire Station not have any personnel present at the time the doorbell is activated.
- C.3.4.15** The FSAS shall have the capability to provide a video feed from the outside doorbell, when the bell is activated.
- C.3.4.16** The FSAS shall be capable of displaying all zones that are activated from a command by the dispatch center on a front panel display device during the dispatch operation. Zone activation indication shall be automatically cleared on the FSAS at the end of a dispatch operation.

- C.3.4.17** Devices located in individual rooms shall be capable of displaying specific zones activated during the command sequence. Zone activation indication shall be cleared and the display extinguished at the end of the dispatch operation by the individual device.
- C.3.4.18** The FSAS shall be capable of alerting units, and stations on a regional basis (multiple jurisdictions) with other users of IP based alerting.
- C.3.4.19** The FSAS shall be compatible with currently installed as well as commercially available P.A. amplifiers. The offeror shall determine this information during the Fire Station surveys.
- C.3.4.20** The FSAS shall incorporate a distributed audio system that does not utilize centralized amplification devices driving remotely located speakers.
- C.3.4.21** The contractor shall provide any interface device to connect the back-up radio to the FSAS and to the station P.A. amplifier.
- C.3.4.22** The FSAS shall include an automated dispatch acknowledgement mechanism. The acknowledgement shall be indicated on the fire station alerting screen and on the CAD system.
- C.3.4.23** The FSAS shall maintain a log of all devices activated or failed as a result of the automated dispatch acknowledgement.
- C.3.4.24** The FSAS shall provide the ability to disable in building paging during a system message.
- C.3.4.25** The FSAS shall have the ability to disable audio functions on TV's during a system message and be able to display alerting text message.
- C.3.4.26** The FSAS shall be capable of function activation from a minimum of two independent sources of information with supervisory control over both primary sources. The FSAS shall also be capable of function activation from a secondary source in addition to the two primary activation sources.
- C.3.4.27** The FSAS shall allow live dispatcher voice in addition to the automated voice announcement.
- C.3.4.28** The proposed FSAS shall use the existing Radio console or portable for access to the voice system.
- C.3.4.29** The contractor shall be responsible for any and all modifications and adjustments of existing systems (CAD, Radios, and Console) to make them fully functional with the added FSAS, even if the needed changes are not specifically called out in this document.
- C.3.4.30** The contractor shall state the amount of time, in seconds that the system will take to set up each call when operating in the back-up radio mode.

- C.3.4.31** The FSAS shall be centrally managed. Both the contractor and the OUC system specialists shall have full control access. Updates to station software shall be sent from the OUC, as soon as they are available.
- C.3.4.32** The system shall include a turnout timer to count upwards from the time of alarm to beginning of response.
- C.3.4.33** The FSAS shall support simultaneous printing and audible alerting. The offeror may determine what printers exist at the Fire Stations at the time of the survey.
- C.3.4.34** The OUC shall specify the type of printer to be used in the FSAS project.
- C.3.4.35** The FSAS shall contain an updatable audio database that will be used to generate the automated messages at each station. Provisions shall be made for regular updates to this database as part of the maintenance agreement.
- C.3.4.36** The automated voice dispatch announcement shall include at minimum, detailed dispatch information, including apparatus to respond, incident type. All voice announcements shall be in a clear and consistent concatenated audio format, in pre-recorded words by a voice professional; digitally synthesized voice systems shall not be accepted.
- C.3.4.37** The automated voice dispatch announcements shall immediately follow the audible alert tone as per NFPA 1221 paragraph 8.1.1.6
- C.3.4.38** The FSAS shall be capable of recording human voice pre-announcements that contain unit-specific information that is customizable to the requirements of each individual fire station within the fire department and determined by the DC Fire and EMS Department.
 - C.3.4.38.1** The pre-announcement capability shall include separate pre-announcement for units, types of incidents and emergency response levels.
 - C.3.4.38.2** There shall be separate pre-announcements for daytime operation and for nighttime operation controlled by internal clock function of the FSAS.
 - C.3.4.38.3** Multi-unit pre-announcement messages shall be capable of any and all combinations of unit responses required from a fire station.
 - C.3.4.38.4** The human voice pre-announcements may be preceded by any tone signaling required by the fire department and this tone signaling shall have the ability to be altered or eliminated based on time of day programming in the FSAS.
- C.3.4.39** The automated move-up announcement shall include detailed apparatus to move to a new station as well as station to move to. A tone shall immediately precede this message.

- C.3.4.40** A visual indication shall be provided to dispatchers to indicate if the system is ready, or not ready, for automated voice dispatch.
- C.3.4.41** The FSAS shall provide logging capability (through a printer or soft copy to a file) of the dispatches received, acknowledgements sent, and actions taken.
- C.3.4.42** The FSAS shall be capable of notifying the dispatch center of a fire station network failure.
- C.3.4.43** The FSAS shall be capable of automatic supervised status verification by the dispatch center. Upon loss of status verification, the FSAS shall activate all light indicators and indicating devices and pre-announce a communications failure has occurred providing audio and visual indication of the failure.
- C.3.4.44** Any server system provided as part of this FSAS shall be fully redundant and provisioned with auto fail-over, in the event that the primary server fails.
- C.3.4.45** Any server system provided as part of this FSAS shall support geographic redundancy.
- C.3.4.46** All FSAS electrical requirements shall be conveyed to the OUC and DC Fire and EMS Department Facilities Maintenance Division prior to any FSAS enhancements being installed.
- C.3.4.47** The contractor shall ensure that all components of the system are supported by an uninterruptible power supply. The FSAS shall be powered from an online, fulltime dual-conversion uninterruptible power system (UPS) that is capable of one hour of continuous operation after loss of power input from normal sources.

C.3.5 System Monitoring and Manual Control

- C.3.5.1** The FSAS shall be capable of simultaneous dispatch operations of the fire station as well as data collection from the fire station. Interaction between the dispatch center and fire station located control unit shall occur with no degradation of dispatch operations.
- C.3.5.2** The FSAS shall use a dispatch operations data protocol that includes dispatch operations verification of all functions prior to the execution of any commands or interpretation of any control data. Verification of all command functions shall be at the same security level required for command functions.
- C.3.5.3** The FSAS shall be capable of monitoring ambient noise level at any location within the fire station facility. The ambient noise level monitoring sensors shall continuously monitor ambient noise level and report this data to the FSAS for the purpose of maintaining an acceptable audio signal to ambient noise ratio during the dispatch operations. The ambient noise level monitoring system shall maintain the minimum audio level necessary to achieve speech intelligibility during the dispatch operations.
- C.3.5.4** Each component in the FSAS shall be monitored for online and offline status.

This includes all computers, network connections, audio amplifiers, or devices connected to the FSAS, including the uninterruptible power supplies.

- C.3.5.5** The primary dispatch control units shall be monitored and a prompt warning shall be provided in the event that a situation that will impact reliability occurs (as per NFPA 1221, paragraph 8.1.2).
- C.3.5.6** Remote system monitoring from a separate TCP/IP client residing on the TCP/IP network (and having appropriate permissions - administrator and dispatch supervisor) shall be supported.
- C.3.5.7** System status information shall be displayed in the communication center on a dedicated terminal.
- C.3.5.8** The FSAS shall support system monitoring and maintenance via HP Openview.
- C.3.5.9** Error and status logs shall be available to the DC FIRE & EMS DEPARTMENT's system specialists via the system network.

C.3.6 Compatibility with Existing Equipment Requirements

- C.3.6.1** All computers and software supplied as part of this system shall be compliant with the security standards of the District of Columbia's Office of the Chief Technology Officer (OCTO).
- C.3.6.2** The offeror shall submit a list of all equipment to be connected to the District's network prior to ordering the materials, which shall be reviewed by the City-Wide IT Security (CWITS) team for security compliance.
- C.3.6.3** The offeror shall work directly with the CWITS team to ensure compliance with all District security requirements.
- C.3.6.4** Any network equipment provided as part of this project shall be compatible with equipment currently used by District of Columbia.

C.3.7 FSAS General Requirements

- C.3.7.1** The contractor shall be responsible for installing the fire alerting system on a turnkey basis.
- C.3.7.2** The contractor shall state how many video devices can be supported at each Fire Station.
- C.3.7.3** The contractor shall identify the need for any addition electrical circuits.
- C.3.7.4** The contractor shall state how many display signs can be supported at each Fire Station.
- C.3.7.5** The OUC shall be permitted to manage and monitor the installation of this system. This shall not void the warranty or affect the warranty in any way. The

OUC technical personnel will be present at each installation, system activation, and cutover.

- C.3.7.6** This is a Turnkey System. If any piece of equipment is needed to make this a fully functional operating system and it is not listed in these RFP specifications, then it is up to the offeror to note the item needed and list the price of the equipment in writing. If the offeror fails to add any additional equipment requirements and additional equipment is required to make this a fully functional operating system, then it is up to the offeror to supply the needed equipment to the city at no additional cost.

C.3.8 Warranty and Maintenance Requirements

- C.3.8.1 ON-SITE ONE-YEAR WARRANTY** – The FSAS shall come with an on-site one-year parts and labor warranty, including telephone technical support for the OUC maintenance personnel. **All warranty services are to be provided on-site.**

- C.3.8.2 EXTENDED WARRANTY/MAINTENANCE CONTRACT** – Upon the expiration of the one-year warranty, the OUC shall be offered an extended warranty and on-site maintenance contract on the entire FSAS, excluding base radio stations and CAD interface devices. This maintenance contract shall include pricing for annual maintenance with a base period of up to one (1) year and four (4) one-year options.

- C.3.8.3 MAINTENANCE CONTRACT** - The offeror shall provide an option for Level 1 service under the terms of the maintenance contract, which is defined as 24 hours a day, 7 days a week, with a response time of not less than two hours. The offeror shall define what is covered in the maintenance contract, including parts and labor.

- C.3.8.4 MAINTENANCE CONTRACT** – The offeror shall provide an option for Level 2 service under the terms of the maintenance contract, which is defined as not less than a 4 hour response time during the normal business day, or if on the weekend or holiday, the next business day. The offer shall define what is covered in the maintenance contract, including parts and labor.

- C.3.8.5 LOCAL SUPPORT** – All warranty and maintenance support must be provided by system manufacturer or dealer.

C.3.9 Training and Support Requirements

- C.3.9.1** Operator training shall be provided to the dispatchers and their supervisors at the dispatcher's location.

- C.3.9.2** System administration, maintenance, programming and troubleshooting training shall be provided for ten (10) OUC technical staff at the OUC.

- C.3.9.3** The contractor shall provide a systems operations training class for FEMS on a "train the trainer" basis.

- C.3.9.4** The contractor shall provide a site visit by one of their engineers or system implementers prior to placing any equipment orders to ensure an understanding of what the OUC is seeking to accomplish.

C.3.10 Other Requirements

- C.3.10.1** The contractor shall provide a statement, as an attachment referencing how long the proposed prices for the materials and services will be available for other agencies in the Washington Metropolitan Area (COG rider)
- C.3.10.2** If any training is provided to any subcontractor, the OUC shall be notified and permitted to attend these classes.
- C.3.10.3** Once the installation phase of this project has begun, this installation shall be completed within 90 days.
- C.3.10.4** All wiring installations shall be pre-approved by the OUC and the DC Fire and EMS MIS and/or Facilities Maintenance Divisions.
- C.3.10.5** The contractor and the OUC shall provide a single point of contact immediately after the award of the contract.

C.3.11 FSAS Acceptance Test Plan

- C.3.11.1** The successful contractor shall provide an Acceptance Test Plan (ATP) to the COTR no later than 30 days after award of the contract.
- C.3.11.2** The ATP shall provide an actual test of all functional requirements of the FSAS and not use simulation.
- C.3.11.3** The successful contractor and COTR shall mutually agree to the test plan and the original plan may be modified to meet the District's requirements.
- C.3.11.4** The COTR shall provide written approval of the Acceptance Test Plan to the contractor no later than 30 days after receipt of the original ATP.

SECTION D: PACKAGING AND MARKING

This section is not applicable.

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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.

E.1 Project plan

The contractor shall provide a detailed project plan, project schedule in MS-Project that is resource loaded and includes all District dependencies within 10 days of contract award.

E.2 Transition plan

The contractor shall provide a transition plan (from the existing systems and interface to legacy systems), interface control document (which details all physical and logical system interfaces), and a test plan, and cutover plan within 30 days of contract award. Each of these will require a minimum of a 5 day review and approval by the OUC.

E.3 Cutover

The contractor shall perform system cutover after hours and at a time agreed to by the OUC COTR (during periods of minimum call volume) and any such charges should be included in the offeror's base price.

E.4 CCB Compliance

The contractor shall comply with the OCTO CCB (Change Control Board) process.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
1	Acceptance Test Plan as described in Sections C.3.11.1 thru C.3.11.3	1	MS Word	Thirty (30) days after contract award	COTR
2	Performance Monitoring Plan as described in Section E.1	1	Weekly Report (MS Word or Excel)	Every Monday for the preceding week	COTR
3	Project Plan as described in Section E.2	1	MS Project	Within ten (10) days of contract award	COTR
4	Transition Plan as described in Section E.3	1	MS Project, MS Word, MS Excel	Within thirty (30) days of contract award	COTR

F.3.1 Any reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the contractor shall 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 services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

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

G.2 INVOICE SUBMITTAL

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

Chief Financial Officer
Office of the Chief Technology Officer
Attn: Accounts Payable
441 4th Street, N.W., Suite 930 South
Washington, D.C. 20001
Telephone No.: 202-727-2277
Fax No.: 202-727-1216

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 are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the services were 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

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1000 or 50 percent of the total contract price.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

Kenneth Morrow, Contracting officer
Assistant IT Commodity Manager
Information Technology Group
Office of Contracting and Procurement
441 4th Street, N.W., Suite 930 South
Washington, D.C. 20001
Telephone: (202) 724-3959

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:

Elwalid Sidahmed
Office of the Unified Communications
2720 Martin Luther King Avenue SE
Washington, DC 20037
Telephone: 202-230-6018

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.

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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 applicants, trainees, and other workers 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, Revision No. 6, dated May 29, 2008, 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.1.2 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, sec. 2-219.01 et seq. (“First Source Act”).

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

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

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

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

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

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

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

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

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

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

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

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

H.6 PROTECTION OF PROPERTY:

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

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

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

See 42 U.S.C. 12101 et seq.

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

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

H.9 DISTRICT RESPONSIBILITIES

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

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

H.10 CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

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

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

H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.11.1 The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.12 ADVISORY AND ASSISTANCE SERVICES

H.12.1 This contract is a “nonpersonal services contract”. It is therefore, understood and agreed that the Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.13 HIRING OF EMPLOYEES

H.13.1 By accepting this contract, the Contractor agrees that the District, at its discretion, may hire an individual who is performing services as a result of this contract, without restriction, penalties or fees.

H.14 WAY TO WORK AMENDMENT ACT OF 2006

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

- H.14.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.14.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.14.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.14.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.14.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.14.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.14.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and

qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

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

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

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

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

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

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

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

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- I.8.1 GENERAL REQUIREMENTS.** The 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 coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a

Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the 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 policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled, or not renewed.

- (a) Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District
- (b) Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; \$5,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; \$5,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- (c) Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- (d) Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease.

- (e) Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence for each wrongful act, with the District of Columbia as an additional insured.
- (f) Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors & Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- (g) Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

I.8.2 DURATION. Except as provided in I.8.1 (f), the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.3 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.8.4 MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

I.11 CONTRACTS IN EXCESS OF \$1 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 CONTINUITY OF SERVICES

I.12.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.12.1.1 Furnish phase-out, phase-in (transition) training; and

I.12.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.12.2 The Contractor shall, upon the Contracting Officer's written notice:

I.12.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.12.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.12.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- I.12.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.12.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS

J.1.1 Listing of Fire Stations, Fire Boat and OUC Radio Shop Locations

J.1.2 Wage Determination No. 2005-2103, Revision No. 6, dated May 29, 2008

J.1.3 Past Performance Evaluation Form

J.1.4 Experience Questionnaire

J.1.5 Living Wage Act Fact Sheet

J.2 INCORPORATED ATTACHMENTS

(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Cost/Price Data Package

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.

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

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

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

K.7 TAX CERTIFICATION

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

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. 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.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. 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, the awardee may withdraw its extension of the award to that jurisdiction.
- F. 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 awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

- ___ ___ Alexandria, Virginia
- ___ ___ Alexandria Public Schools
- ___ ___ Alexandria Sanitation Authority
- ___ ___ Arlington County, Virginia
- ___ ___ Arlington County Public Schools
- ___ ___ Bowie, Maryland
- ___ ___ Charles County Public Schools
- ___ ___ College Park, Maryland
- ___ ___ Culpeper County, Virginia
- ___ ___ District of Columbia
- ___ ___ District of Columbia Courts
- ___ ___ District of Columbia Public Schools
- ___ ___ District of Columbia Water & Sewer Auth.
- ___ ___ Fairfax, Virginia
- ___ ___ Fairfax County, Virginia
- ___ ___ Fairfax County Water Authority
- ___ ___ Falls Church, Virginia
- ___ ___ Fauquier County Schools & Government, Virginia
- ___ ___ Frederick, Maryland
- ___ ___ Frederick County, Maryland
- ___ ___ Gaithersburg, Maryland
- ___ ___ Greenbelt, Maryland
- ___ ___ Vienna, Virginia
- ___ ___ Washington Metropolitan Area Transit Authority
- ___ ___ Winchester, Virginia

YES NO JURISDICTION

- ___ ___ Herndon, Virginia
- ___ ___ Loudoun County
- ___ ___ Loudoun County Public Schools
- ___ ___ Loudoun County Sanitation Authority
- ___ ___ Manassas, Virginia
- ___ ___ City of Manassas Public Schools
- ___ ___ Manassas Park, Virginia
- ___ ___ Maryland-National Capital Park & Planning Comm.
- ___ ___ Metropolitan Washington Airports Authority
- ___ ___ Metropolitan Washington Council of Governments
- ___ ___ Montgomery College
- ___ ___ Montgomery County, Maryland
- ___ ___ Montgomery County Public Schools
- ___ ___ Prince George's County, Maryland
- ___ ___ Prince George's Public Schools
- ___ ___ Prince William County, Virginia
- ___ ___ Prince William County Public Schools
- ___ ___ Prince William County Service Authority
- ___ ___ Rockville, Maryland
- ___ ___ Spotsylvania County Schools
- ___ ___ Stafford County, Virginia
- ___ ___ Takoma Park, Maryland
- ___ ___ Upper Occoquan Sewage Authority
- ___ ___ Washington Suburban Sanitary Commission
- ___ ___ Winchester Public Schools

Vendor Name/Revised 3/9/09

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 five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: **"Proposal in Response to Solicitation No. DCTO-2009-R-0020, Fire Station Alerting System"**

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

Technical 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 three (3) separate sections:

- Section 1 – Technical Solution and Knowledge
- Section 2 – Past Performance
- Section 3 – Attachments

L.2.1 Technical Proposal

This section shall contain an introduction outlining the offeror's overall technical expertise accessed and provided to perform the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work (SOW), and describe the offeror's staff and staff related activities, the offeror's technical capacity, and the offeror's past performance in performing services similar to the required services as described in the SOW. The statement shall contain sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

L.2.1.1 Section 1 – Technical Solution and Knowledge

The Offeror's proposal shall:

- a) Include a description of the proposed system that meets the technical and functional requirements in Section C, and include detailed diagrams of the proposed system;
- b) Include a list of other Fire Departments that have the proposed FSAS installed in the Washington DC metro area or nationwide in the United States;
- c) Agree to provide a demonstration of the proposed solution to the evaluation team, if requested;
- d) Include an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- e) Include staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Include position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledge and assign the responsibilities to perform the requirements among the offeror's proposed staff. Include the offeror's staff information, including resumes, certificates and position descriptions that are consistent with the information presented in the offeror's organizational chart;
- f) Include details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;
- g) Describe techniques, processes and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed technical solution perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to deliver the requirements. Include evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;

- h) Include a description and accompanying explanation of the offeror's system to identify and measure service delivery outcomes that demonstrate the offeror's understanding of the technical requirements relevant to the population to be served and the desired objectives; and
- i) Present evidence in the offeror's proposed FSAS system, position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.

L.2.1.2 **Section 2 – Past Performance:** Offeror shall complete and submit with proposal, the Experience Questionnaire (Attachment J.1.4) for all similar contracts completed during the past three (3) years with other Fire Departments in the United States and in the Washington, DC metro area.

L.2.1.3 **Section 3 – Attachments:** Offeror shall provide in this section the following documents and pertinent information:

- A. Solicitation, Offer and Award form;
- B. Attachments J.1.4, J.2.1, J.2.2, J.2.3, J.2.4 of this solicitation;
- C. Representations and certifications and other statements of the offeror in Section K shall be completed and signed;
- D. Legal status of offeror as specified in Section L.17; and
- E. Other pertinent information.

L.2.2 **Price Proposal**

The offeror's Price Proposal shall be submitted under separate cover and shall contain at a minimum the completed schedules found in Section B.4 of the solicitation, and Cost/Price Data and Certification (Attachment J.2.4). The offeror must provide cost/price data for each year of the contract (base and option years). The price proposal may also contain narratives or tables to explain and describe price proposal elements, as applicable. The offeror's price proposal will be evaluated separately from the Technical Proposal.

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

L.3.1 **Proposal Submission**

Proposals must be submitted no later than 2:00 pm local time, Wednesday, April 8, 2009. 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 calendar days prior to the closing

date and time indicated for this solicitation. The District will not consider any questions received less than 10 calendar 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 offeror. 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, Information Technology Group, Office of Contracting and Procurement, 441 4th Street, N.W., Suite 930 South, Washington, D.C. 20001, Telephone Number (202) 724-3959, 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, Information Technology Group 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, Information Technology Group 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 offer or as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

In addition to other proposal submission requirements, the offer or 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, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted before commencing work, and no later than fourteen (14) days of contract award to:

Kenneth Morrow
Assistant Commodity Manager
Information Technology Group
Office of Contracting and Procurement
441 4th Street, N.W., Suite 930 South
Washington, D.C. 20001
Telephone (202) 724-3959/Email: Kenneth.morrow@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

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

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00 a.m. on Thursday, March 19, 2009, at 441 4th Street, N.W., Conference Room, Suite 1107 South, Washington, D.C. 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

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

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

For example, if a sub factor has a point evaluation of 0 to 10 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 8 (4/5 of 10). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

M.3.1 Factor 1: Technical Solution and Knowledge

Description: This factor considers the offeror's proposed technical solution, how the FSAS meets the technical and functional requirements in Section C of this RFP. This factor evaluates the description of the proposed system, including diagrams submitted with the proposal. This factor considers the quality and quantity of the offeror's systems that have been installed in the metro area, as well as nationwide in the United States. This factor evaluates whether the proposed solution is state-of-the-art technology, as well as if it is protected from obsolescence.

This factor considers the technical expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation as applicable. This factor encompasses all components of the offeror's products and support staff, including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to deliver the proposed FSAS system, and services described in Section C, including the offeror's system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. The factor considers the offeror's proposed time-table to install the FSAS in the District fire stations. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

The standard has been met when the offeror:

- a) Provides a description of the proposed system that meets the technical and functional requirements in Section C, and provides detailed diagrams of the proposed system;
- b) Provides a list of other Fire Departments that have the proposed FSAS installed in the metro area or nationwide in the United States;
- c) Provides a demonstration of the proposed solution to the evaluation team;
- d) Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- e) Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;

- f) Provides details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;
- g) Describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed technical solution perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to deliver the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;
- h) Provides a description and accompanying explanation of the offeror's system to identify and measure service delivery outcomes that demonstrate the offeror's understanding of the technical requirements relevant to the population to be served and the desired objectives; and
- i) Presents evidence in the offeror's proposed FSAS system, position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.

M.3.2 Factor 2: Past Performance

Description: This factor considers the offer's delivery of FSAS systems to other Fire Departments in the United States, and in the District of Columbia metro area. This factor includes evaluation of the quality of products, reliability and overall performance of the proposed solution to meet the requirements in Section C.

This factor considers the offeror's past performance in providing products and performing services similar to the required products and services as described in Section C of this solicitation. This factor includes an examination of the quality of products and services provided, timeliness in products and service delivery, business practices, and overall satisfaction of the offeror's performance.

The District, utilizing the Past Performance Evaluation form, Attachment J.1.3, will solicit Past Performance Evaluations from a minimum of three (3) references provided by the Offeror in the Experience Questionnaire (Attachment J.1.4). The information obtained from the completed Past Performance Evaluation forms will facilitate the District's evaluation of the above factors relevant to the Offeror's delivery of required services as described in Section C of this solicitation.

The District will only discuss Past Performance information directly with the prospective prime contractor that is being reviewed and with the previous customers.

In the event of unfavorable past performance evaluations or ratings, ratings of 0 or 1 as described on page 2 of the Past Performance Evaluation form, the offeror during discussions will be provided an opportunity to prepare a response to the unfavorable evaluation.

The standard is met when:

- a) The offeror provides with proposal, the completed Experience Questionnaire (Attachment J.1.4) listing all contracts in which the offeror or its major subcontractors or joint venture partners have performed similar work in the past (3) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in Section C; and
- b) The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation form (Attachment J.1.3).

M. 4 EVALUATION CRITERIA

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

M.4.1 TECHNICAL CRITERIA (70 Points)

M.4.1.1 Technical Solution and Knowledge – 40 Points

M.4.1.2 Past Performance - 20 Points

M.4.1.3 Warranty/Support and Maintenance – 10 Points

M.4.2 PRICE CRITERIA (30 Points)

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

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

M.4.3 PREFERENCE (12 Points)

M.4.4 TOTAL (112 Points)

M.5 EVALUATION OF OPTION YEARS

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

M.6 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS (SUPPLIES AND SERVICES)

Preferences for Certified Business Enterprises

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.6.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.6.1.1 At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

M.6.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.6.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.6.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

M.6.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition

of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.6.2.2 Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.6.2.3 Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.6.2.4 Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.6.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.6.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.6.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.4 Preferences for Certified Joint Ventures

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

M.6.5 Vendor Submission for Preferences

M.6.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.6.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.6.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.6.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.6 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of Section M.6.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of Section M.6.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.6.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.6.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.6.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

- M.6.6.4** 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.6.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.6.6.6** 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.6.6.7** 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.6.6.8** A list of 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 assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.6.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.6.7.1** The dollar amount of the contract or procurement;
- M.6.7.2** A brief description of the goods procured or the services contracted for;
- M.6.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.6.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.6.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.6.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in Section M.6.1; and

M.6.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in Section M.6.1.

M.6.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.6.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.6.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 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.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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