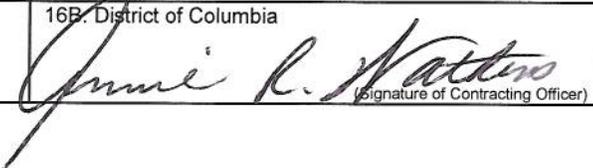


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	1
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption		
Amendment 001	See Block 16 C	N/A	DC One Card Program		
6. Issued by: Office of Contracting and Procurement IT Related Equipment and Services CBG No. 2 441 4 th Street, N.W., Suite 930 South Washington, D.C. 20001		Code	7. Administered by (If other than line 6) Office of the Chief Technology Officer 441 4 th Street, N.W. Washington, D.C. 20001		
8. Name and Address of Contractor (No. street, city, county, state and zip code)		X	9A. Amendment of Solicitation No. DCTO-2009-R-0036		
TO ALL PROSPECTIVE BIDDERS		X	9B. Dated (See Item 11) November 12, 2008		
Code			10A. Modification of Contractor/Order No.		
Facility			10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Section 3601.2(b) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of:					
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2 Change Clause, 27 DCMR 2005.6(d) as amended					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
A. Delete Section B.2.1.3 "for each CLIN 0001 through 0015." And replace with "for each CLIN 0001 – 0005, CLIN 0006 – 0010, 0011 – 0015, providing pricing for each Tier in each category."					
B. Please Delete pages 23-44 of original solicitation and Replace with Attachment A Sections I - L in its entirety of this amendment.					
C. Please note for the record the questions from the vendors and answers from the District with Attachment B of this amendment.					
D. The Proposal Due Date for submission Has Been Changed from 2; 00 P.M. Monday, December 15, 2008. To Friday 2; 00 P.M. December 19, 2008.					
ALL OTHER TERM AND CONDITIONS REMAIN UNCHANGED					
END OF AMENDMENT 001					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer			
		Annie Watkins			
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				12/11/08	
		(Signature of Contracting Officer)			

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCURMENT

★ ★ ★

TO: ALL PROSPECTIVE
OFFERORS



SUBJECT: Solicitation No. DCTO-2009-R-0036
DC One Card Program

AMENDMENT NO. 1

PROPOSAL DUE DATED CHANGED FROM: December 15, 2008 at 2:00 p.m.
TO: December 19, 2006 at 2:00 p.m.

Clarifications, changes and corrections to subject solicitation are set forth below:

1. Section B.2.1.3 – Item A, delete ““for each CLIN 0001 through 0015.” And replace with “for each CLIN 0001 – 0005, CLIN 0006 – 0010, 0011 – 0015, providing pricing for each Tier in each category.”
2. Please Delete pages 23-44 of original solicitation and Insert Attachment A Sections I - L in its entirety of this amendment.
3. Please note for the record the questions from the vendors and answers from the District with Attachment B of this amendment.
4. The Proposal Due Date for submission Has Been Changed from 2; 00 P.M. Monday, December 15, 2008, To Friday 2; 00 P.M. December 19, 2008.

Only one (1) copy of this amendment is being sent to offerors. Sign and attach a copy of the amendment to each copy of your proposal submitted to the District, and return to the address listed above. In the event your proposal has been previously deposited, submit this amendment by sealed envelope, identified on the outside by solicitation number and proposal closing date.

This amendment, together with your proposal, must be received in this office prior to the time set for receipt of proposals.

Revisions or price changes occasioned by this amendment must be received in this office prior to the submission date set for receipt of proposals.

FAILURE TO ACKNOWLEDGE RECEIPT OF THIS AMENDMENT MAY BE CAUSE FOR REJECTION OF YOUR OFFER.


Annie Watkins
Contracting Officer

This amendment is acknowledged and is considered a part of the offer.

Signature of Authorized Representative

Title

Name of Firm

Date

I **CONTRACT CLAUSES**

APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.1 Contracts that Cross Fiscal Years

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

I.2 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.3 Time

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

I.4 Rights in Data

4.1.1 "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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

4.2 RIGHTS

4.2.1 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.

4.2.2 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:

- 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;
- 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;
- 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.

4.2.3 The restricted rights set forth in section 4.2.2 are of no effect unless

- 1) 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

- 2) 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.

4.2.4 In addition to the rights granted in Section I.5.2.2 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.5.2.2 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.

- 4.2.5 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.
- 4.2.6 For all computer software furnished to the District with the rights specified in Section 4.2.1, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.1.5. For all computer software furnished to the District with the restricted rights specified in Section 4.2.2, 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.
- 4.2.7 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.
- 4.2.8 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.
- 4.2.9 Paragraphs 4.2.2, 4.2.3, 4.2.4, 4.2.7 and 4.2.8 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.5 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 2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.6 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.7 Insurance

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

- 1) Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.
- 2) Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.
- 3) Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- 4) Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.
- 5) Errors and Omissions Liability Insurance, \$1,000,000 limits per claim.

J LIST OF ATTACHMENTS

J.1 Attachments

- 1.1 WAGE DETERMINATION NO. 2005 – 2103, REVISION NO. 6 DATED MAY 29, 2008.

J.2 Incorporated Attachments

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

- 2.1 E.E.O. INFORMATION AND MAYOR'S ORDER 85-85
- 2.2 TAX CERTIFICATION AFFIDAVIT
- 2.3 FIRST SOURCE EMPLOYMENT AGREEMENT
- 2.4 STANDARD CONTRACT PROVISIONS

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*

The offeror, by checking the applicable box, represents that

It operates as:

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

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 Clause13 of the SCP.

K.6 Certification of Independent Price Determination

6.1.1 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:
 - a. those prices
 - b. the intention to submit a contract, or
 - c. 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.

6.1.2 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 6.1.1 above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

As an agent, has not participated, and will not participate, in any action contrary to 6.1.1 above.

6.1.3 If the offeror deletes or modifies subparagraph 6.1.1 (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

8.1 USE OF CONTRACT BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE

- 8.1.1 If authorized by the bidder, the resultant contract will be extended to any or all of the listed members as designated in section 8.2 by the bidder to purchase at contract prices in accordance with contract terms.
- 8.1.2 Any member utilizing such contract will place its own order(s) with the successful Prime Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- 8.1.3 A negative reply will not adversely affect consideration of your bid/proposal.
- 8.1.4 It is the awarded vendor's responsibility to notify the members shown below of the availability of the Prime Contractor.
- 8.1.5 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.
- 8.1.6 The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

8.2

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

Yes	No	Jurisdiction
		Alexandria, Virginia
		Alexandria Public Schools
		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
		D.C. Water & Sewer Authority.
		Fairfax, Virginia
		Fairfax County, Virginia
		Fairfax County Water Authority
		Falls Church, Virginia
		Fauquier City Schools & Government, VA
		Frederick County, Maryland
		Manassas Public Schools
		Gaithersburg, Maryland
		Greenbelt, Maryland
		Herndon, Virginia
		Loudoun County, Virginia
		Manassas, Virginia
		MD-National Capital Park & Planning Commission
		Metropolitan Washington Airports Authority
		Metropolitan Washington Council of Government
		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 Public Schools
		Prince William County Service Authority
		Rockville, Maryland
		Spotsylvania County Schools
		Stafford County, Virginia
		Takoma Park, Maryland
		Vienna, Virginia
		Wash. Metro. Area Transit Authority
		Wash. Suburban Sanitary Comm.
		Winchester Public Schools

L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award a MULTIPLE contracts resulting from this solicitation to the responsible offerors 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.

1.2 INITIAL OFFERS

The District may award Multiple 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

The offeror shall provide one original and five copies of the written proposals, The offeror shall submit its proposal 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. In addition, the offeror shall provide copy of its proposal on a CD in Microsoft Word 2003 format. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCTO-2009-R-00036 "Blank Card Stock".

The information requested below for the technical and price proposals shall form the basis for evaluation and source selection. The Offeror must provide a technical proposal that contains sufficient detail to provide a clear and concise representation of the requirements in Section C.

2.1 PART 1 - TECHNICAL PROPOSAL

2.1.1 Description

The offeror shall provide a complete description of the (QASP) Quality Assurance Surveillance Program that will describe in detail what resources will support the Program. The plan Must have Milestones that are objective and traceable. The (QASP) document will be turned in to the District and confirmed by the QAP team and the lead person assigned by the contractor to the project and approved by the District of Columbia. The offeror Must Provide a sample complete and detailed (QASP) with the technical proposal.

2.1.2 Complete and Detailed Project Plan

The offeror shall provide the project plan highlighting the major tasks of the upgrade including key milestones as part of the response to this solicitation. The project plan will show how the offeror plans to manage the scope and deliverables in order to meet requirements on an efficient and expedient schedule. The project plan Must indentify All personnel resources used to complete the Districts Blank Card Stock requirements and total number of hours needed by each resource to perform the project plan with the technical proposal. .

2.1.3 Complete Project Schedule

The offeror shall provide a project schedule that out lines the complete process from receipt of request for quotation to delivery and sign-off by the District of Columbia. THIS MUST MATCH YOUR PROJECT PLAN, (QASP) AND PRICE PROPOSAL with the technical proposal. .

2.1.4 Experience of Offeror with Similar Projects

The offeror shall provide a detailed description of past experience with "similar projects" in which the offeror was a Prime Contractor or subcontractor. The District will determine if a past project is a "similar project" based on characteristics that include but are not limited to:

- 1) Production time and Number of Cards Produced.
- 2) Number of contracts providing customers with blank card stock.

If an offeror proposes any subcontractors to provide services other than Resources, the offeror shall provide a detailed description of the tasks assigned to the subcontractor, and the subcontractor's experience relevant to the tasks to be assigned to the subcontractor with the technical proposal. .

2.1.5 Qualifications of Management Personnel

The offeror shall provide a detailed description of the experience and qualifications of management personnel who will staff the project, including the project manager, technical lead, and functional lead. The offeror shall provide resumes for the named management personnel with the technical proposal. .

2.1.6 Offeror References

The offeror shall provide (3) three references from recent customers with the technical proposal. .

2.1.7 Representations, Certifications and Other Statements

- a. 2.1 Equal Employment Opportunity
- b. 2.3 First Source Employment Agreement
- c. 2.2 Tax Certification Affidavit
- d. Section K – Certifications and Representations

2.2 PART 2 - PRICE PROPOSAL

The offeror shall COMPLETE THE PRICING FORMS BY SUBMITTING PRICING FOR EACH LINE ITEM 1-15 FOR EACH CATEGORY. THIS WILL CONSIST OF A PER CARD PRICE, TOTAL EXTENDED PRICE AND THE TOTAL PRICE FOR THE CATEGORY as described in Section B.2.

L.3 Proposal Submission Date and Time, and Late Submissions, Late Modifications, Withdrawal or Modification of Proposals and Late Proposals

3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than the time and date specified on page 1 of the solicitation. 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:

- 1) 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;
- 2) 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
- 3) The proposal is the only proposal received.

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.

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.

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.

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.

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 15 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 15 days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.4 *Failure to Submit Offers*

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Annie R. Watkins, Office of Contracting and Procurement, 441 4th Street NW, Suite 971 North, Washington, DC 20001, (202) 727-5274, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Annie R. Watkins 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, Annie R. Watkins that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.5 *Restriction on Disclosure and Use of Data*

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

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

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

5.1.2 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.6 *Proposals with Option Years*

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

L.7 *Proposal Protests*

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

L.8 *Signing of Offers*

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

L.9 *Unnecessarily Elaborate Proposals*

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

L.10 *Retention of Proposals*

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

L.11 *Proposal Costs*

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

L.12 *Electronic Copy of Proposals for Freedom of Information Act Requests*

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

L.13 *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.14 *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. The Best and Final Offer acceptance period shall be for a period of 90 days from the due date of Best and Final Offers.

L.15 *Legal Status of Offeror*

Each proposal must provide the following information:

- 1) Name, address, telephone number and federal tax identification number of offeror;
- 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
- 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.16 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.17 Standards of Responsibility

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

- 1) Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- 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.
- 3) Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- 4) Evidence of compliance with the applicable District licensing and tax laws and regulations.
- 5) Evidence of a satisfactory performance record, record of integrity and business ethics.
- 6) Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- 7) Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

If the prospective Contractors 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.18 Pre-Proposal Conference

18.1 TIME, PLACE, AND PURPOSE

18.1.1 A pre-proposal conference will be held on Monday, November 24, 2008 at 10:00 A.M.

LOCATION

Office of the Chief Technology Officer
Suite 1117 North
441 4th Street NW, Suite 930S
Washington, D.C. 20001

18.1.2 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.

18.2 QUESTIONS AND ANSWERS

18.2.1 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position.

18.2.2 All questions must be submitted in writing using the solicitation website following the close of the pre-proposal conference but no later than (10) Ten days prior to the closing date and time indicated for this solicitation

18.2.3 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.

18.2.4 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.9 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Annie R. Watkins
Contracting Officer
Information Technology Group
Office of Contracting and Procurement
441 4th Street, N.W., Suite 930 South
Washington, D.C. 20001
Telephone: (202) 727-5274

Answers to RFP DCTO-2009-R-0036 Questions

General Technical Questions:

1. For Tier 2 & Tier 3 cards the incorporation of SmarTrip® technology limits competitive bidding as this is a proprietary technology owned by Cubic (GO Card). Please confirm if this requirement is for Cubic's GO Card chip or an alternative ISO 14443 implementation?

The Tier 2 and Tier 3 cards must include functionality of the WMATA SmarTrip® chip. As long as the SmarTrip® functionality is included, the cards do not necessarily have to include the GO Card chip. In other words, if a respondent can provide a solution that provides the SmarTrip® functionality without the GO Card chip, the solution would meet that requirement of the RFP.

2. Please expand on the expected annual card volumes for each type of card in Tiers 1, 2 and 3.

Annual card volumes for each card tier have not been determined. However, the expectation is that over 600,000 DC One Cards will be distributed to District residents, DC Government employees, and other potential card holders within the next 5 – 7 years.

3. The Tier 3 card appears to require 3 chips supporting 3 different RF interfaces (antennae) and a contact pad (HID PROX – 125 KHz; SmarTrip® – GO Card, & PIV- 13.58Mz). This is a unique combination of requirements and will require custom development and card certification. It will also be an expensive card and may be less reliable to that of a simpler card.
 - a. What is the expected issuance life of the Tier 3 card?
 - b. Will this card be personalized and printed by Dye sublimation or re-transfer technology?

The District understands that the Tier 3 card includes a unique combination of requirements. We would like to understand each responding vendor's approach, plan, and pricing to design, develop and certify these types of cards.

The Tier 3 cards have an expected issuance life of 5 years.

Specific personalization equipment and processes have not yet been determined. It would be helpful if responding vendors included printing technology recommendations for each card Tier.

4. Are payment card services (Visa/MasterCard) a requirement in the request for proposal?

Payment services are not a requirement for this RFP.

5. What are the warranty requirements for the different card types?

The cards shall have a useful life of 5 years under warranty.

6. What are the requirements for the Tier 4 card type?

See Section C.3.4 for a description of the Optional Blank Card Stock

7. This bidder can provide Tier 1 and Tier 2 card types, but not Tier 3. Please confirm that the District would accept bids for Tier 1 and Tier 2 card types only.

Vendors may selectively bid on the Tier of cards they are able to produce.

Specific Technical Questions:

8. Section B.1.1.1 1: Bullet 1) references "(4) categories of card configurations", but the specifications and pricing sections only identify 3 types. Please clarify if there is a fourth and if so, provide the specifications.

See Section C.3.4 for a description of the Optional Blank Card Stock. Pricing for these cards, if needed, will be requested in separate Request for Quotations under the IDIQ.

9. Section C.1: The District has requested "blank card stock" for the 3 types of cards required. Please provide information on the personalization equipment; i.e., brand and model.

See response to Question 3.b above.

10. Section C.1: The scope of work identifies two product types to include the WMATA SmarTrip card. Please confirm that proper authorization from WMATA for the procurement and issuance by the District of these cards already exists.

WMATA has indicated that it will accept any SmarTrip-enabled card provided it meets their technical specifications and passes their certification process.

11. Section C.3: In Bullet 1., the RFP states that the "Respondent should provide card samples for Tier One, Tier Two and Tier Three card stock." This bidder can provide samples for Tier 1 and Tier 2 card types only. Please identify how many samples the District is seeking for Tier 1 and Tier 2 card types.

Five (5) samples of each card will be sufficient.

12. Section C.3.3.1: This bidder can provide Tier 2 cards manufactured in the European Union only. US manufacturing is not available at this time. Please delete requirement for US manufacturing for primary and backup facility for card Type 2.

Manufacturing location is not a requirement for Tier 2 cards. It is only a requirement for vendors bidding on the Tier 3 cards.

13. Section C.3.3.1: Bullet (i) states that the "card shall include Pre-Issuance Specifications for card applications which require them." Please clarify the requirement.

Pre-Issuance Specifications will be specified in separate Request for Quotations under the IDIQ.

14. Section C.5: Bullet (ii) requests documentation that the production facility will be in the U.S. along with a backup facility in the U.S. Please see comment in Section C.3.3.1 above.

Section C.5 (i) and (ii) should be updated as follows:

- (i) If planning to produce Tier 3 cards, documentation that the offeror has obtained the Certified PIV II Smart Card for the HSPD-12 Program having both FIPS 201 and FIPS 140-2 Certifications (including any updates). The offeror must demonstrate they are on the GSA Approved Product List for HSPD-12 and meet all the qualifications for procurement.
- (ii) Documentation that the offeror has a card manufacturing facility that is an ISO 9001:2000 secured facility. If producing Tier 3 cards, facility must be within the United States with a backup production facility also in the United States.

15. Section H.1, H.5: Please see comment in Section C.3.3.1 above.

Specific contract requirements will be discussed when vendors have been selected

16. Section M appears to be a duplicate of Section L. Please clarify.

Please note Amendment 001, Attachment A that replaces Section I-L of this solicitation.

General Contract Questions:

17. What are the inspection criteria for the products and services?

[See Standard Contract Provisions referenced in Section J.2.24](#)

18. Section 3 - Please add the following language: For greater certainty, notwithstanding anything to the contrary herein, Contractor retains sole and exclusive ownership of, all rights, title, and interest in an to its pre-existing intellectual property and all improvements, updates, upgrades, customizations, modifications, derivative works thereto including without limitation all intellectual property licensed by Contractor and embedded in the products sold by Contractor including software, documentation, technology and all intellectual property rights thereto.

[Please add a Section to your technical response CLEARLY MARKED Changes and or Exceptions. The District will review this section at time of award and if it is in the best interest of the District changes may be negotiated at that point. Also be fore warned that the District may disqualify your proposal due to any Changes and or Exceptions to the Solicitation language.](#)

19. Section 8: Request deletion of Section 8(a)(1). Under Section 8(b) and Section 8(c), Contractor does not agree to be liable for any excess costs for similar supplies or services procured since these costs may be higher than commercially fair and reasonable.

[Please add a Section to your technical response CLEARLY MARKED Changes and or Exceptions. The District will review this section at time of award and if it is in the best interest of the District changes may be negotiated at that point. Also be fore warned that the District may disqualify your proposal due to any Changes and or Exceptions to the Solicitation language.](#)

20. Section 9 - Please delete Section 9 (Indemnification) language and insert the following: Contractor agrees to defend, indemnify and hold harmless, and defend the District from and against any and all claims or demands made or threatened by a third party and any and all related liabilities, penalties, fines, forfeitures, damages, costs, losses, and expenses awarded, including but not limited to royalties, license fees, attorneys' fees, and investigation expenses, arising from any negligent act or omission or willful misconduct of Contractor causing bodily injury or death to persons used or employed in performance of this Contract, or infringement, misappropriation or other violation of any intellectual property right or other proprietary right of a third party by the products or services provided by Contractor hereunder. The Contractor shall also repair or replace any tangible District property that is damaged by the Contractor's negligence or willful misconduct.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy and shall survive the termination of this Contract with respect to rights accrued up to the date of termination. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, and the parties shall reasonably cooperate with each other, at no cost to the District, in such defense.

[Please add a Section to your technical response CLEARLY MARKED Changes and or Exceptions. The District will review this section at time of award and if it is in the best interest of the District changes may be negotiated at that point. Also be fore warned that the District may disqualify your proposal due to any Changes and or Exceptions to the Solicitation language.](#)

General Contract Questions:

21. Section 12: Why should Contractor irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as its true and lawful attorney, when Contractor already has a true and lawful attorney appointed and designated in the District of Columbia? Please delete provision.

Please add a Section to your technical response CLEARLY MARKED Changes and or Exceptions. The District will review this section at time of award and if it is in the best interest of the District changes may be negotiated at that point. Also be fore warned that the District may disqualify your proposal due to any Changes and or Exceptions to the Solicitation language.

22. Section 24: Does the Service Contract Act apply to this Contract?

See Standard Contract Provisions referenced in Section J.2.24

23. Section 28 - Please insert the following limitation of liability provision in the contract: Limitation of Liability: NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES EVEN IF SUCH PARTY HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF CONTRACTOR WHETHER OR NOT CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO CONTRACTOR UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT, SHALL BE FURTHER LIMITED TO THE PURCHASE PRICE PAID FOR SUCH PRODUCT. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE NOT INTENDED TO LIMIT A PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

Please add a Section to your technical response CLEARLY MARKED Changes and or Exceptions. The District will review this section at time of award and if it is in the best interest of the District changes may be negotiated at that point. Also be fore warned that the District may disqualify your proposal due to any Changes and or Exceptions to the Solicitation language.

24. Section 29: What are the payment terms? Please insert the following: **Invoices:** Contractor shall send invoices to the District for all payments due hereunder after the applicable products and/or services have been accepted, or at such times as are otherwise provided in the Contract ("Invoice Event"). The District acknowledges that title to the product(s) shall at all times remain with Contractor until all payments have been received in full by Contractor. Contractor shall provide such information on invoices as may be reasonably required by the District, including without limitation, a description of the items charged for in the invoice. Contractor shall submit invoices by mail to the District at the address provided by the District. Unless otherwise provided in the Contract, the District shall pay invoices in U.S. dollars at the address of Contractor stated in the Contract within thirty (30) days of date of an invoice. All past due invoices will accrue interest at the rate of 1 ½ % per month compounded daily. Contractor shall arrange for an account to receive payment made by electronic transfer, at the District's option. The District may return non-compliant invoices with specific reasons to Contractor.

Please add a Section to your technical response CLEARLY MARKED Changes and or Exceptions. The District will review this section at time of award and if it is in the best interest of the District changes may be negotiated at that point. Also be fore warned that the District may disqualify your proposal due to any Changes and or Exceptions to the Solicitation language.

END OF QUESTIONS AND ANSWERS