

SOLICITATION, OFFER, AND AWARD		1. Caption DC One Card Program		Page of Pages 1 48	
2. Contract Number	3. Solicitation Number DCTO-2009-R-0036	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 11/17/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Information Technology Unit 441 4th Street, NW, Suite 971 North Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001		

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 P.M. local time 15-Dec-08
(Hour) (Date)

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

10. For Information Contact	A. Name Frederick A. Dorsey	B. Telephone (Area Code) 202 (Number) 727-0017 (Ext)	C. E-mail Address frederick.dorsey@dc.gov
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OFFER

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

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

Amendment Number	Date	Amendment Number	Date

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

15A. Name and Address of Offeror

16. Name and Title of Person Authorized to Sign Offer/Contract

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

B SUPPLIES, SERVICES AND PRICE

B.1 Overview

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (the District) is seeking Multiple Contractors to provide DC One Card Program for the District.

B.1.1 CONTRACT TYPE

B.1.1.1 The District contemplates award of Multiple contracts pursuant to this RFP, containing:

- 1) An IDIQ contract component consisting the pricing of (4) categories of card configurations and.
- 2) An ability to add new technology to the list of requirements and allow the awardees to provide a current price for a requirement. This price and requirement shall be incorporated into the current price list. Each awardee shall provide a current quote for each requirement within (2) two business day of request.

B.1.1.2 This is an IDIQ contract for the services specified and effective for the period stated in sections F.1 and F.2.

B.1.1.3 The Multiple Contractors shall make delivery or performance only as authorized by purchase orders issued by the District in accordance with the Ordering Clause, Section G.7.1. The Multiple Contractor shall furnish to the District, when and if ordered, the services specified in section B up to and including \$975,000.00 for each contract period. The District will order at least the minimum of \$1,000.00 in each contract period, from each awardee.

B.1.1.4 There is no limit on the number of purchase orders that the District may issue. The District may issue purchase orders requiring delivery to multiple destinations or performance at multiple locations.

B.1.1.5 Any purchase order issued during the effective period of this contract and not completed within that period shall be completed by the Contractors within the time specified in the purchase order. This contract shall govern both Contractors and the District's rights and obligations with respect to that purchase order to the same extent as if the purchase order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries or provide any services under this contract after the contract expiration date.

B.2 Base Year

B.2.1.1 The Contractors shall apply the rates submitted for the specific configurations and provide the price for the addition of new technology that may be added to the current list of requirements. The Contractors may also price the Expedited Delivery Charge for any order less than 30 Days.

B.2.1.2 The District may choose to exercise any combination of Blank Card Stock categories.

B.2.1.3 Offerors must include a price (Per Card) and Total Extended Price for each CLIN 0001 through 0015. And a TOTAL price for the Base Period & Options Years 1-4.

Base Period (1) Year

CLIN	Blank Card Stock Category	Estimated Quality	Per Card Price	Total Extended Price
	First Tier DC(1) One Card			
0001	Blank Card Stock	5,000-9,999 Cards		
0002	Blank Card Stock	10,000-50,000 Cards		
0003	Blank Card Stock	50,001- 100,000 Cards		
0004	Blank Card Stock	100,000 – 200,000 Cards		
0005	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Second Tier DC (1) One Card			
0006	Blank Card Stock	5,000-9,999 Cards		
0007	Blank Card Stock	10,000-50,000 Cards		
0008	Blank Card Stock	50,001- 100,000 Cards		
0009	Blank Card Stock	100,000 – 200,000 Cards		
0010	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Third Tier DC (1) One Card			
0011	Blank Card Stock	5,000-9,999 Cards		
0012	Blank Card Stock	10,000-50,000 Cards		
0013	Blank Card Stock	50,001- 100,000 Cards		
0014	Blank Card Stock	100,000 – 200,000 Cards		
0015	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
			Base Period Total:	

B.3

Option Year 1

The Contractors shall specify it's for each Option Year.

CLIN	Blank Card Stock Category	Estimated Quality	Per Card Price	Total Extended Price
	First Tier			
0001	Blank Card Stock	5,000-9,999 Cards		
0002	Blank Card Stock	10,000-50,000 Cards		
0003	Blank Card Stock	50,001- 100,000 Cards		
0004	Blank Card Stock	100,000 – 200,000 Cards		
0005	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Second Tier			
0006	Blank Card Stock	5,000-9,999 Cards		
0007	Blank Card Stock	10,000-50,000 Cards		
0008	Blank Card Stock	50,001- 100,000 Cards		
0009	Blank Card Stock	100,000 – 200,000 Cards		
0010	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Third Tier			
0011	Blank Card Stock	5,000-9,999 Cards		
0012	Blank Card Stock	10,000-50,000 Cards		
0013	Blank Card Stock	50,001- 100,000 Cards		
0014	Blank Card Stock	100,000 – 200,000 Cards		
0015	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
			Option 1 Total:	

B.3 Option Year 2

CLIN	Blank Card Stock Category	Estimated Quality	Per Card Price	Total Extended Price
	First Tier			
0001	Blank Card Stock	5,000-9,999 Cards		
0002	Blank Card Stock	10,000-50,000 Cards		
0003	Blank Card Stock	50,001- 100,000 Cards		
0004	Blank Card Stock	100,000 – 200,000 Cards		
0005	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Second Tier			
0006	Blank Card Stock	5,000-9,999 Cards		
0007	Blank Card Stock	10,000-50,000 Cards		
0008	Blank Card Stock	50,001- 100,000 Cards		
0009	Blank Card Stock	100,000 – 200,000 Cards		
0010	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Third Tier			
0011	Blank Card Stock	5,000-9,999 Cards		
0012	Blank Card Stock	10,000-50,000 Cards		
0013	Blank Card Stock	50,001- 100,000 Cards		
0014	Blank Card Stock	100,000 – 200,000 Cards		
0015	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
			Option 2 Total:	

B.4 Option Year 3

CLIN	Blank Card Stock Category	Estimated Quality	Per Card Price	Total Extended Price
	First Tier			
0001	Blank Card Stock	5,000-9,999 Cards		
0002	Blank Card Stock	10,000-50,000 Cards		
0003	Blank Card Stock	50,001- 100,000 Cards		
0004	Blank Card Stock	100,000 – 200,000 Cards		
0005	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Second Tier			
0006	Blank Card Stock	5,000-9,999 Cards		
0007	Blank Card Stock	10,000-50,000 Cards		
0008	Blank Card Stock	50,001- 100,000 Cards		
0009	Blank Card Stock	100,000 – 200,000 Cards		
0010	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Third Tier			
0011	Blank Card Stock	5,000-9,999 Cards		
0012	Blank Card Stock	10,000-50,000 Cards		
0013	Blank Card Stock	50,001- 100,000 Cards		
0014	Blank Card Stock	100,000 – 200,000 Cards		
0015	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
			Option 3 Total:	

B.5 Option Year 4

CLIN	Blank Card Stock Category	Estimated Quality	Per Card Price	Total Extended Price
	First Tier			
0001	Blank Card Stock	5,000-9,999 Cards		
0002	Blank Card Stock	10,000-50,000 Cards		
0003	Blank Card Stock	50,001- 100,000 Cards		
0004	Blank Card Stock	100,000 – 200,000 Cards		
0005	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Second Tier			
0006	Blank Card Stock	5,000-9,999 Cards		
0007	Blank Card Stock	10,000-50,000 Cards		
0008	Blank Card Stock	50,001- 100,000 Cards		
0009	Blank Card Stock	100,000 – 200,000 Cards		
0010	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
	Third Tier			
0011	Blank Card Stock	5,000-9,999 Cards		
0012	Blank Card Stock	10,000-50,000 Cards		
0013	Blank Card Stock	50,001- 100,000 Cards		
0014	Blank Card Stock	100,000 – 200,000 Cards		
0015	Blank Card Stock	200,001 – 500,000 Cards		
			Section Total	
			Option 4 Total:	

C STATEMENT OF WORK

C.1 Scope

The Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), seeks a contractor to provide blank card stock with specific technological features, capabilities and integrated microchips to support The District of Columbia's DC One Card Program. The goal of this procurement is to obtain and contractually bind a source or sources for blank card stock for use in the Blank Card Stock against an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. In responding to this IDIQ, respondents will demonstrate their experience and approach to manufacturing and delivering high-quality Blank Card Stock of varying technical specifications.

Three tiers of identification card stock have been initially identified. First Tier cards will be lightweight, inexpensive plastic / polyvinylchloride (PVC) card stock without any integrated technologies or microchips. The Second Tier cards will include the functionality of the Washington Metropolitan Area Transit Authority (WMATA) SmarTrip® chip as well as a magnetic strip, and it will be of similar weight and durability to the current WMATA SmarTrip® cards available for purchase at WMATA. The Third Tier card will include WMATA SmarTrip® functionality, HID RFID functionality to access District government buildings, a magnetic strip, and a Certified PIV Smart Card chip. The Third Tier card must be certifiable according to the FIPS-201 Approved Products List (APL) and must be suitable for the HSPD-12 Program.

The quantity and types of cards the District intends to purchase will vary as additional populations for DC One Card deployment are identified and included in the program. However, the District intends eventually to roll-out the DC One Card to all workers and customers of the District government.

The District will issue individual written requests for quotations to the winning respondents of this IDIQ solicitation specifying the type, technical specifications, quantity, and expected delivery timeframes against the IDIQ. The successful contractor(s) must demonstrate the experience and capabilities to develop and deliver various tiers of card stock – including the tiers of stock specified in this IDIQ. Prior to placing an order in response to a written request for quotations, the District shall be entitled to inspect and approve samples of the card stock to be ordered.

DEFINITIONS

- C.1.1.1 DC/District Government of the District of Columbia
- C.1.1.2 OCTO Office of the Chief Technology Officer
OCTO is the District agency that is primarily responsible for technology services, including IT staff augmentation, for the District.
- C.1.1.3 CBE Certified Business Enterprise (CBE)
A CBE is a business that is certified by the Department of Small and Local Business Development (DSLBD) per the Small, Local, and Disadvantaged Business Development and Assistance Act of 2005, DC Official Code § 2-218.01 et seq.
- C.1.1.4 OTR Office of Tax and Revenue
OTR maintains data on vendor compliance with tax liabilities.

- C.1.1.5 **DOES Department of Employment Services**
DOES maintains data on vendor compliance with unemployment taxes and with First Source Agreements.
- C.1.1.7 **FIPS 201 (or FIPS 201-1):** The Federal Information Processing Standard, which defines policies, methods and guidelines for processing, protecting and managing information.
- C.1.1.8 **HSPD-12:** HSPD Directive 12, issued by President Bush in August 2004, presents certain guidelines and a definitive timeline for improving secure identification processes for federal employees and contractors. Some of the main control objectives of the Presidential Directive are that agencies should create credentialing processes such that official identification is:
- (a) Issued based on sound criteria for verifying an individual employee's identity;
 - (b) Strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation;
 - (c) Able to be rapidly authenticated electronically; and
 - (d) Issued only by providers whose reliability has been established by an official accreditation process.
- C.1.1.9 **One-Dimensional Bar Code:** Standard "zebra-strip" bar code, also called a "39" bar code, compatible with existing readers at DC public schools, DC public libraries, and DC parks and recreation facilities. One-dimensional bar codes will correspond to numerical codes specified by the Office of the Chief Technology Officer (OCTO).
- C.1.2.0 **PKI:** Public Key Infrastructure) is based on certificates verified by certificate authorities such as VeriSign. Certificates are a method of encrypting sensitive information with a private "key" that can only be de-encrypted by an entity that has been given a public "key." This technique has become the accepted standard for strong security.
- C.1.2.1 **Magnetic Strip:** High-quality electromagnetic strip typically found on credit cards or ATM cards from major banking institutions—three-track high-coercivity (HiCo) black magnetic strip. The magnetic strip must be blank and uninitialized but capable of being initialized and used at a later time with an application to be determined outside the scope of this solicitation.
- C.1.2.2 **First Tier DC One Card:** Lightweight, inexpensive plastic / polyvinylchloride (PVC) card stock without any integrated technologies or microchips.
- C.1.2.3 **Second Tier DC One Card:** Of similar weight and durability to current WMATA SmarTrip® cards, the Second Tier card includes WMATA SmarTrip® functionality and a 3-track HiCo black magnetic strip. Second Tier cards must meet the technical and durability requirements of WMATA for use as SmarTrip® cards and must be approved in writing by WMATA for use in the WMATA transit system.
- C.1.2.4 **Third Tier DC One Card:** Similar in weight and durability to the Second Tier DC One Card, the Third Tier DC One Card includes WMATA SmarTrip® functionality, HID RFID functionality to access District buildings, a FIPS-201 Certified PIV Smart Chip, and a 3-track HiCo black magnetic strip. The Third Tier One Card must be certified according to the FIPS-201 APL. Cards also must meet the technical and durability requirements of WMATA for use as SmarTrip® cards and must be approved in writing by WMATA for use in the WMATA transit system.
- C.1.2.5 **WMATA:** Washington Metropolitan Area Transit Authority (WMATA).
- C.1.2.6 **WMATA SmarTrip®:** Fare cards deployed in the bus and rail system of the Washington Metropolitan Area Transit Authority (WMATA). The WMATA SmarTrip® fare card operates on the Cubic "Go Card" chip.

C.2 Background

As part of a Mayoral mandate, the District has initiated the DC One Card program to put a single card into the hands of District government workers and customers for all their DC government needs. Several District agencies are direct One Card program stakeholders and have expressed various requirements for the interoperable DC One Card. Current stakeholder agencies include, but are not limited to:

- I. Executive Office of the Mayor (EOM)
- II. Office of the City Administrator (OCA)
- III. Office of the Chief Technology Officer (OCTO)
- IV. District of Columbia Public Libraries (DPL)
- V. Department of Parks & Recreation (DPR)
- VI. District of Columbia Public Schools (DCPS)
- VII. Office of Public Education Facilities Modernization (OPEFM)

C.3 Requirements

The Contractors shall meet the following requirements and tasks as a part of the scope of work. The District will assign a Contracting Officer's Technical Representative (COTR).

1. Respondents must describe their detailed project management, manufacturing, and quality management approach for designing, developing, and delivering high-quality DC One Card Program according to the tiers described below. Respondent should also provide card samples for Tier One, Tier Two, and Tier Three card stock. Respondent Must provide a (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.
2. 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 identify 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.
3. 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.

C.3.0 TIER ONE BLANK CARD STOCK:

PVC blank card stock will be required. Contractor(s) will provide card stock as required, according to pre-established delivery timeframes, according to the following specifications:

C.3.1.1 Specifications:

- a. Color: White
- b. Size: 85.60 x 53.98 mm (standard credit card size)
- c. Thickness: 0.76 mm (30 Mil)
- d. General Specification: Non-perforated, printable with barcodes, text and photographs, manufactured to be generally sturdy and of significant density to reduce risk of damage, and to increase durability.

C.3.2 TIER TWO BLANK CARD STOCK: The PVC or other composite blank card stock with WMATA SmarTrip® functionality and a 3-track HiCo black magnetic strip on the back of the card. Contractor will provide card stock as required, according to pre-established delivery timeframes, according to the following specifications:

C.3.2.1 Specifications:

- a. Color: White
- b. Size: 85.60 x 53.98 mm (standard credit card size)
- c. Thickness: 0.76 mm (30 Mil)
- d. General Specification: Non-perforated, printable with barcodes, text and photographs, manufactured to be generally sturdy and of significant density to reduce risk of damage, and to increase durability.
- e. WMATA SmarTrip® functionality: Contains functionality to work as a SmarTrip® card in the WMATA transit system. Current SmarTrip® cards use Cubic Transportation's GO CARD smart card chip. Cards must meet Cubic Transportation's technical specifications, be initialized by WMATA, pass WMATA's testing procedures, and must be approved in writing by WMATA for use in the WMATA transit system.
- f. HiCo black Magnetic Strip: 3-track HiCo magnetic strip placed on the back of the card in accordance with applicable standards.

C.3.3 TIER THREE BLANK CARD STOCK: PVC or other composite blank card stock with the WMATA SmarTrip® chip, a 3-track HiCo black magnetic strip, integrated HID RFID chip, and FIPS-201 Certified PIV Smart Chip. Contractor(s) will provide card stock as required, according to pre-established delivery timeframes, according to the following specifications:

C.3.3.1 Specifications:

- a. Color: White
- b. Size and Thickness: As per FIPS-201 / Certified PIV standards
- d. General Specification: Non-perforated, printable with barcodes, text and photographs, manufactured to be generally sturdy and of significant density to reduce risk of damage, and to increase durability.
- e. WMATA SmarTrip® functionality: Contains functionality to work as a SmarTrip® card in the WMATA transit system. Current SmarTrip® cards use Cubic Transportation's GO CARD smart card chip. Cards must meet Cubic Transportation's technical specifications, be initialized by WMATA, pass WMATA's testing procedures, and must be approved in writing by WMATA for use in the WMATA transit system.
- f. HiCo black Magnetic Strip: 3-track HiCo magnetic strip placed on the back of the card in accordance with applicable standards.
- g. HID (brand name or equal) RFID functionality: Functionality of 125 kHz HID Proximity smart chip that is compatible and tested and approved by District of Columbia Protective Services Division to work with the District legacy HID and new iCLASS access control readers.
- h. Certified PIV Smart Chip: PIV Smart Chip must be certified according to the GSA FIPS-201 Approved Products List (APL) and be suitable for the HSPD-12 Program. Card must have both FIPS-201 and FIPS-140-2 Certifications including any updates. The PIV chip must be of sufficient size and processing power to run applications to be determined.

If at any time during the performance of this contract any service and/or product compliance requirements change or are modified by NIST or GSA, this contract will incorporate any modifications to ensure continuing compliance with such standards.

- h.1 Card manufacturing will be in an ISO 9001:2000 secured facility within the United States with a backup manufacturing facility also in the United States
- h.2 The offeror must demonstrate they are on the GSA Approved Product List for HSPD-12 and meet all the qualifications for procurement.
- i. The card shall include Pre-Issuance Specifications for card applications which require them.

C.3.4 OPTIONAL BLANK CARD STOCK: It is understood that the District may require card stock that does not meet the exact specifications of any of the three card tiers described above. After selecting winning respondents to this IDIQ solicitation, the District may issue a written request for quotations to the winning respondents of this IDIQ solicitation specifying an undetermined quantity of optional card stock with a combination of technologies that may include, but not be limited to WMATA SmarTrip® chip, 3-track HiCo black magnetic strip, integrated HID RFID chip, FIPS-201 Certified PIV Smart Chip, and/or other features to be determined. The contract awarded to the winning respondents to this IDIQ solicitation may require modification to reflect the specifications identified in the responses to the written request for quotations.

C.4 DELIVERY:

C.4.1 Controls: All physical card stock will be tightly controlled and accounted for during all stages of productions. The District reserves the right to perform unannounced on-site inspections of the production facilities. The District also reserves the right to approve a sample run of 20 Cards prior to Full Production of any complete order.

C.4.2 Delivery: All card stock shipments will be appropriately insured and shipped via FedEx.

C.5 Technical Documentation. Each response to this solicitation shall provide the following technical documentation:

- (i) 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 within the United States with a backup production facility also in the United States.
- (iii) Demonstrate the offeror's capability to deliver the various products in accordance with SOW requirements. In addition, the offeror shall specify production times (from order) required to deliver the card types specified in the SOW.
- (iv) Demonstrate that the offeror's cards contain all specifications as detailed in the SOW.

D PACKAGING AND MARKING

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

E ACCEPTANCE AND INSPECTION

The inspection and acceptance requirements for the resultant contract shall be governed by clause number 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.

F CONTRACT TERM AND DELIVERABLES

F.1 Term of Contract

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

F.2 Option to Extend the Term of the Contract

F.2.1 OPTION EXERCISE

F.2.1.1 The District may extend the term of this contract for a period of four, one-year option periods, or successive fractions thereof, by written notice to Each Contractor before the expiration of the contract; provided that the District will give the Each 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 Each 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.2.1.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.1.3 The price for the option period shall be as specified in the contract.

F.2.1.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 Deliverables

F.3.1 FIRST SOURCE AGREEMENT REPORT

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

G CONTRACT ADMINISTRATION DATA

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to Each Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for goods and 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 Each Contractor shall submit proper invoices on a monthly basis as specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the payment office for each subgroup at the location (See bill to section on order) specified on individual orders, with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.10 below.
- 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 PAYMENT

- G.4.1** Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:
- a) The amount due on the deliveries warrants it; or
 - b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be made on completion and acceptance of each item for which the price is stated separately in the contract".

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 Each 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 Each 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 ORDERING CLAUSE

G.7.1 Any services to be furnished under this contract must be ordered by issuance of orders by the Contracting Officer. Such orders may be issued during the term of this contract.

G.7.2 All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

G.7.3 If mailed, an order is considered "issued" when the District deposits the order in the mail. If an order is issued by facsimile or by electronic commerce methods, the order shall be considered issued as of the date that the Contracting Officer transmits the order to the Contractor.

G.8 CONTRACTING OFFICER (CO)

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

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

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.9.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.9.2** 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.9.3** 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.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.10.1** 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:

Kenneth Boley
Office of the Chief Technology Officer
441 4th Street NW. Suite 930S
Washington, D.C. 20001
Telephone: (202) 478-5879

- G.10.2** 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.10.3** 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.

H SPECIAL CONTRACT REQUIREMENTS

H.1 *Hiring of District Residents as Apprentices and Trainees*

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:

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

H.2 *Department of Labor Wage Determinations*

The Contractor shall be bound by the Wage Determination No. 2005 – 2103, 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.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 *Publicity*

- H.3.1.1 The Prime Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or Subcontracting Vendors, 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*

- H.4.1.1 The District of Columbia Freedom of Information Act, at DC 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 Prime 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 DC 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 Prime 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 Prime Contractor for the costs of searching and copying the records in accordance with DC Official Code §2-532 and Chapter 4 of Title 1 of the DC Municipal Regulations.

H.5 51% District Residents New Hires Requirements and First Source Employment Agreement

- H.5.1.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").
- H.5.1.2 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.5.1.3 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.5.1.4 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.5.1.5 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.5.1.4 of this clause; or
 - 2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.1.4 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.5.1.6.
- H.5.1.6 The Contracting Officer may waive the provisions of section H.5.1.4 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.5.1.7 Upon receipt of the Prime Contractor's final payment request and related documentation pursuant to sections H.5.1.5 and H.5.1.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.1.4 or whether a waiver of compliance pursuant to section H.5.1.6 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.5.1.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.1.5, 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.5.1.8.

H.5.1.9 The provisions of sections H.5.1.4 through H.5.1.8 do not apply to nonprofit organizations.

H.6 Americans with Disabilities Act of 1990 (ADA)

During the performance of the contract, the Prime Contractor and its Subcontracting Vendors 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.7 *Section 504 of the Rehabilitation Act of 1973, as Amended*

During the performance of the contract, the Prime Contractor and its Subcontracting Vendors 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.8 PROTECTION OF PROPERTY:

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

H.9 ORGANIZATIONAL CONFLICT OF INTEREST

H.9.1 "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Individuals, Corporations, Partnerships, Joint Ventures, and other business enterprises.

H.9.2 The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph H.9.1.

H.9.3

The Contractor shall not provide and shall prohibit all subcontractors from providing any services to any defendants named in the District's eminent domain, tax foreclosure, or quiet title litigation where providing such services to such defendant would create a conflict of interest or the appearance of a conflict of interest. Without limiting the generality of the foregoing, the Contractor (and any subcontractor) shall at no time provide the same service to a named defendant that it has previously provided to the District if there is a possibility that the Contractor (or any subcontractor) will be asked to testify on behalf of the District with regard to that service (or services) or property in the course of litigation against such named defendant. The COTR shall notify the Contractor when the District commences litigation affecting any property for which the Contractor has performed services for the District.

H.9.4

The Contractor shall ensure that all firms, employees, subcontractor employees and agents that perform services under this contract possess all applicable and requisite licenses and permits.

Contract Clauses

H.9 *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".

H.10 *Contracts that Cross Fiscal Years*

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

H.11 *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. Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

H.12 *Rights in Data*

H.12.1 TERMS

H.12.1.1 "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.

H.12.1.2 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.

H.12.1.3 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.

H.12.1.4 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.

H.12.2 RIGHTS

H.12.2.1 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.

H.12.2.2 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.

H.12.2.3 The restricted rights set forth in section H.12.2.2 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.

H.12.2.4 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.

- H.12.2.5 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.
- H.12.2.6 For all computer software furnished to the District with the rights specified in Section H.12.2.1, 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 H.12.2.2, 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.
- H.12.2.7 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.
- H.12.2.8 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.
- H.12.2.9 Paragraphs H.12.2.2, H.12.2.3, H.12.2.4, H.12.2.7 and H.12.2.8 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

H.13 *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 I.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

H.14 *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.

H.15 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.

I LIST OF ATTACHMENTS

I.1 Attachments

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

I.2 Incorporated Attachments

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

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

J REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

J.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).

J.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)

J.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.)

J.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

J.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.

J.6 Certification of Independent Price Determination

J.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.

J.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 J.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 J.6.1.1 above.

J.6.1.3 If the offeror deletes or modifies subparagraph J.6.1.1 (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

J.7 Tax Certification

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

J.8 Metropolitan Washington Council of Governments Rider Clause

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

- J.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 J.8.2 by the bidder to purchase at contract prices in accordance with contract terms.
- J.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.
- J.8.1.3 A negative reply will not adversely affect consideration of your bid/proposal.
- J.8.1.4 It is the awarded vendor's responsibility to notify the members shown below of the availability of the Prime Contractor.
- J.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.
- J.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.

J.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

K INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

K.1 Contract Award

K.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.

K.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.

K.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 " DC One Card Program".

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.

K.2.1 PART 1 - TECHNICAL PROPOSAL

K.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.

K.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. .

K.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. .

K.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. .

K.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. .

K.2.1.6 Offeror References

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

K.2.1.7 Representations, Certifications and Other Statements

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

K.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.

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

K.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.

4)

K.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.

K.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.

K.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.

K.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.

K.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.

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

K.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)."

K.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."

K.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.

K.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.

K.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.

K.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.

K.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.

K.11 *Proposal Costs*

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

K.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).

K.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.

K.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.

K.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.

K.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.

K.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.

K.18 Pre-Proposal Conference

K.18.1 TIME, PLACE, AND PURPOSE

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

LOCATION

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

K.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.

K.18.2 QUESTIONS AND ANSWERS

- K.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.
- K.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 fifteen days prior to the closing date and time indicated for this solicitation
- K.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.
- K.18.2.4 Answers will be posted on the OCP website at <http://ocp.dc.gov>.

L.20 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

L EVALUATION CRITERIA

L.1 Evaluation for Award

The contracts will be awarded to the responsible offerors 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.

L.2 Technical Rating

The Technical Rating Scale is as follows:

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

L.2.1 EVALUATION CRITERIA

L.2.2 EVALUATION CRITERION: EXPERIENCE IN MULTI-CHIP PRODUCTION OF MUTI-PURPOSE CARDS (20%)

L.2.2.1 Offerors shall demonstrate the firms' ability and experience in producing blank card stock at the levels in section B.

L.2.3 EVALUATION CRITERION: QUALITY ASSURANCE PLAN (20%)

L.2.3.1 Offerors shall demonstrate the ability to support the (QASP), Project Plan and Project Schedule.

L.2.4 EVALUATION CRITERION: OVERALL CARD QUALITY (15%)

L.2.4.1 EVALUATION CRITERION: PAST PERFORMANCE (15%)

L.2.4.2 Offerors shall demonstrate their past performance by submittal of (3) references from jobs of similar scope along with points of contact with phone numbers and contract or PO numbers. The offeror may also submit any customer service surveys and/or awards.

L.2.5 EVALUATION CRITERION: CONTRACT PRICE (30%)

The price will be evaluated as follows:

- 1) The SUM of each line Items for each category in Section B.2.1.3 through B.6

Lowest price proposal

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

L.3 Evaluation of Prompt Payment Discount

L.3.1.1 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.

L.3.1.2 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.

L.4 Open Market (Supplies and Services)

L.4.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", 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.

L.4.2 GENERAL PREFERENCES

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

L.4.2.1 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).

L.4.2.2 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.

L.4.2.3 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.

L.4.2.4 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.

L.4.2.5 Any Prime Contractor that is a local business enterprise with its principal offices locates 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.

L.4.2.6 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..

L.4.3 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...

L.4.4 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.

L.4.5 VENDOR SUBMISSION FOR PREFERENCES

L.4.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

- 1) Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- 2) Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

L.4.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

L.4.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

L.4.6 SUBCONTRACTING PLAN

Any Prime Contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 7 weeks of the award date, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- 1) A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- 2) A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- 3) The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- 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;
- 5) A description of the efforts the Prime Contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- 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;
- 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;
- 8) List the type of records the Prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the Prime Contractor will make such records available for review upon the District's request; and
- 9) A description of the Prime Contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

L.4.7 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 Prime Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- L.4.7.1 The dollar amount of the contract or procurement;
- L.4.7.2 A brief description of the goods procured or the services contracted for;
- L.4.7.3 The name of the business enterprise from which the goods were procured or services contracted;
- L.4.7.4 Whether the subcontractors to the contract are certified business enterprises;
- L.4.7.5 The dollar percentage of the contract or procurement awarded to CBEs;
- L.4.7.6 A description of the activities the Contractors engaged in, in order to achieve the subcontracting requirements set forth in section M.4.2 and
- L.4.7.7 A description of any changes to the activities the Prime Contractor intends to make by the next month to achieve the requirements set forth in section M.4.2

L.4.8 ENFORCEMENT AND PENALTIES FOR WILLFUL BREACH OF
SUBCONTRACTING PLAN

L.4.8.1 If during the performance of this contract, the Prime 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 Prime 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.

L.4.8.2 In addition, the willful breach by a Prime 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 Prime Contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

M EVALUATION CRITERIA

M.1 Evaluation for Award

The contracts will be awarded to the responsible offerors 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:

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

M.2.1 EVALUATION CRITERIA

M.2.2 EVALUATION CRITERION: EXPERIENCE IN MULTI-CHIP PRODUCTION OF MUTI-PURPOSE CARDS (20%)

M.2.2.1 Offerors shall demonstrate the firms' ability to produce blank card stock at the levels in section B.

M.2.3 EVALUATION CRITERION: QUALITY ASSURANCE PLAN (20%)

M.2.3.1 Offerors shall demonstrate the ability to support the (QASP), Project Plan and Project Schedule.

M.2.4 EVALUATION CRITERION: OVERALL CARD QUALITY (15%)

M.2.4.1 EVALUATION CRITERION: PAST PERFORMANCE (15%)

M.2.4.2 Offerors shall demonstrate their past performance by submittal of (3) references of similar scope along with points of contact with phone numbers and contract or PO numbers. The offeror may also submit any customer service surveys and/or awards.

M.2.5 EVALUATION CRITERION: CONTRACT PRICE (30%)

The price will be evaluated as follows:

- 1) The SUM of each line Items for each category in Section B.2.1.3 through B.6

Lowest price proposal

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

M.3 Evaluation of Prompt Payment Discount

M.3.1.1 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.3.1.2 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.

M.4 Open Market (Supplies and Services)

M.4.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", 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.4.2 GENERAL PREFERENCES

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

M.4.2.1 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.4.2.2 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.4.2.3 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.4.2.4 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.4.2.5 Any Prime Contractor that is a local business enterprise with its principal offices locates 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.4.2.6 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.4.3 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.4.4 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.4.5 VENDOR SUBMISSION FOR PREFERENCES

M.4.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

- 2) Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- 3) Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.4.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.4.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4.6 SUBCONTRACTING PLAN

Any Prime Contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 7 weeks of the award date, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following: A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;

- 4) A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- 5) The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- 6) 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;
- 7) A description of the efforts the Prime Contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;

- 8) 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;
- 9) 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;
- 10) List the type of records the Prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the Prime Contractor will make such records available for review upon the District's request; and
- 11) A description of the Prime Contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

M.4.7 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 Prime Contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.4.7.1 The dollar amount of the contract or procurement;
- M.4.7.2 A brief description of the goods procured or the services contracted for;
- M.4.7.3 The name of the business enterprise from which the goods were procured or services contracted;
- M.4.7.4 Whether the subcontractors to the contract are certified business enterprises;
- M.4.7.5 The dollar percentage of the contract or procurement awarded to CBEs;
- M.4.7.6 A description of the activities the Contractors engaged in, in order to achieve the subcontracting requirements set forth in section M.4.2 and
- M.4.7.7 A description of any changes to the activities the Prime Contractor intends to make by the next month to achieve the requirements set forth in section M.4.2

M.4.8 ENFORCEMENT AND PENALTIES FOR WILLFUL BREACH OF SUBCONTRACTING PLAN

- M.4.8.1 If during the performance of this contract, the Prime 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 Prime 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.4.8.2 In addition, the willful breach by a Prime 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 Prime Contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.