

SOLICITATION, OFFER, AND AWARD		1. Caption Data Node Database Development		Page of Pages 1 / 47	
2. Contract Number	3. Solicitation Number DCTO-2009-R-0090	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 1/15/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Information Technology Unit 441 - 4th Street, N.W., Suite 973 North Washington, DC 20001		8. Address Offer to: Office of Contracting and Procurement Bid Counter 441 - 4th Street, N.W., Suite 703 South Washington, DC 20001			

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

SOLICITATION

9. Sealed offers in original and 5 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, N/W., Wash. DC 20001 until 2/5/2009 14:00 local time 5-Feb-09
(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 Quentin Blanchard	B. Telephone (Area Code) 202 (Number) 724-2353 (Ext)	C. E-mail Address quentin.blanchard@dc.gov
-----------------------------	-------------------------------------	---	--

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	21
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	4	X	J	List of Attachments	27
x	D	Packaging and Marking	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	9	X	K	Representations, certifications and other statements of offerors	28
X	F	Deliveries or Performance	10	X	L	Instructions, conditions & notices to offerors	33
X	G	Contract Administration Data	12	X	M	Evaluation factors for award	41
X	H	Special Contract Requirements	17				

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract Kenneth Morrow Contracting Officer		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia (District), Office of Contracting and Procurement, on behalf of the Office of the District Department of the Environment, is seeking a contractor to provide conversion and Integration of data bases for the EPA Data Node

B.2 Firm Fixed Priced Contract

B.3 SCHEDULE – FIXED PRICE

B.3.1 Base Period

CLIN	Description	Unit of Issue	Qty	Unit Price	Total Amount
0001	Conversion and Integration of Data Bases				
0001A	Discovery and Planning	Month	1	\$	\$
0001B	Conversion and Integration	Each	7	\$	\$
0001C	Software License	Lot	1	\$	\$
0001D	Documentation and Reports	Month	12	\$	\$
0001E	Training	Hours	40	\$	\$
0001F	Maintenance	Month	10	\$	\$
	Sub-Total: CLIN 0001				\$
	Grand Total - Base Year:				\$

B.3.2 Option Period One

CLIN	Description	Unit of Issue	Qty	Unit Price	Total Amount
0002	Conversion and Integration of Data Bases				
0002A	Maintenance	Months	12	\$	\$
0002B	Warranty	Months	12	\$	\$
0002C	Software License	Month	12		
	Sub-Total: CLIN 0002				\$
	Grand Total – Option Year One:				\$

B.3.3 Option Period Two

CLIN	Description	Unit of Issue	Qty	Unit Price	Total Amount
0003	Conversion and Integration of Data Bases				
0003A	Maintenance	Months	12	\$ _____	\$ _____
0003B	Warranty	Months	12	\$ _____	\$ _____
0003C	Software License	Month	12	\$ _____	
Sub-Total: CLIN 0003					\$ _____
Grand Total – Option Year Two:					\$ _____

STATEMENT OF WORK
District Department of the Environment
Office of Information Technology

Data Node Database Development

C.1 SCOPE:

C.1.1 The District Department of the Environment (DDOE) Office of Information Technology is seeking a qualified vendor to perform information technology services including converting database formats, integrating databases, installing converted databases on the District's EPA Data Node, creating Web-browser based interfaces, and creating automated reports.

C.2 BACKGROUND

C.2.1 The District Department of the Environment and the Department of Health (DOH) maintain a number of disparate databases of environmental data. These are stored on various servers of varying age and speed, and are accessed by varying user front-ends. Some are in MS Access, some in MS Excel, some in other formats. The aggregate size of these databases is on the order of a few hundred megabytes, not including graphics. Some of the data collected by the DDOE and DOH must be provided to the EPA. Currently, this is done through a variety of media generally unacceptably slowly.

The data collected are difficult or impossible for the public to access, it is difficult or impossible for private entities to enter the required data themselves, and there is no single tool for creating, reading, updating, deleting, or processing the data. In addition, obtaining data from multiple databases to do data mining or other calculations (e.g., comparing health issues for a specific area with environmental issues for the same area) is very difficult.

C.2.1 Under a previous EPA grant, the District's EPA Data Node was installed. Node Ping and Authentication tests with the EPA CDX node were successful. No actual work on the databases themselves has been done. Many other states have developed and implemented databases on similar nodes that meet all the requirements stated in this SOW. It is anticipated that the vendor already has the required software to automate conversion of existing databases (at least, those in a conventional format like Access) to the format required by the EPA Data Node (Node 2.0 software), to create Web-browser-based interfaces, and to produce automated, pre-formatted reports.

C.3 REQUIREMENTS

C.3.1 The contractor shall convert existing databases to the format required to allow them to reside on the District of Columbia's EPA Data Node (the contractor is expected to be familiar with the required format); create new databases for data that are currently on paper or planned; establish the required data flows for information going between the District's data node and the EPA; create Web-based front ends to allow users to enter, view, modify, and delete data in the new SQL Server databases on the District's data node; produce two automated reports (when required) for each database capturing data from the database and presenting it in a specific (any type) format; and train DDOE IT personnel in the operation and maintenance of the databases Web interfaces, and the pre-formatted, automated reports.

C.3.2 Create two Web-browser-based interfaces for each database converted: one for use by EPA, DDOE, and other government officials, and the other for use by the public (polluters, citizens, etc.) Access to the two interfaces shall be controlled using a username and password. For each database the interface for government officials shall provide the user with create, read, update, and delete permissions on all fields. However, some of the information in the databases may be sensitive or otherwise not releasable to the general public. The interface for the public for each database shall provide restricted permissions. Which fields may be created, read, updated, and/or deleted by the public will be specified to the vendor during development, and will be specific to each database. The vendor shall provide the government with the means to alter the permissions in the future.

C.3.3 The contractor shall provide the following:

C.3.3.1 Convert the seven (7) existing databases listed in Appendix A to the required format to allow them to reside on and operate with the EPA Data Node and to exchange data with EPA and other States consistent with the EPA Data Node standards.

C.3.3.2 Demonstrate the data exchange by establishing the required data flows to allow transmission of data between the DC EPA Data Node and the EPA's CDX.

C.3.3.3 Provide documentation on the databases converted, including the database schema used a data dictionary, and descriptions of the data flows implemented.

C.3.3.4 Create two Web-browser-based interfaces for each database converted: one for use by EPA, DDOE, and other government officials, and the other for use by the public (polluters, citizens, etc.) The differences between the two interfaces will be only in what fields are viewable or modifiable. These differences will be specified by DDOE subject matter experts during development. Access to the different interfaces must be controllable, for example, by username and password.

C.3.3.5 Provide documentation on the interfaces, including any source code entered into or produced by automated tools.

C.3.3.6 Create up to two automated reports for each database converted. The data for each report will come from the databases; the report must allow entry of additional data fields manually or from an external source. The format of the report will be specified by the subject matter experts in DDOE.

C.3.3.7 Provide documentation on the reports created.

C.3.3.8 Provide licensed copies of software used to create or needed to maintain the databases, Web browsers, and reports

C.3.3.9 Provide 40 hours of training to DDOE IT personnel on creation and maintenance of databases, Web interfaces, and reports.

C.3.4 This project will be accomplished in several phases. The first phase, which was completed in 2008, installed the Data Node with Node 2.0 software. This phase, covered by this statement of work, converts seven databases and installs them on the Data Node and provides Web-based interfaces and automated reports. Future phases will convert additional databases and provide interfaces with other programs, like Accela.

Appendix A: List of Databases

Water Quality:

1. ADB Database
2. STORET

Air Quality:

3. EIGUI
4. Particulate Data Management Database

Hazardous Waste:

5. RCRA
6. BRS

Watershed Protection:

7. Watershed BMP Tracking Database

Technical details of the databases at this link:

<http://upload.dc.gov/ddoe>

Login using

Username: vendor

Password: guest

Download the file Database Info.zip

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a one (1) year base period from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2) twelve (12) month option periods, or successive fractions thereof, by written notice to the Service Provider before the expiration of the contract; provided that the District will give the Service Provider 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 these options is subject to the availability of funds at the time of the exercise of this option. The Service Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES

F.3.1 Where documents are required, the Service Provider shall provide electronic documents to the COTR using standard Microsoft Office Suite applications (or other District-established project management standards tools), unless otherwise agreed to. The Service Provider shall only provide printed material when required for meetings or other specific events, unless otherwise agreed to.

F.3.2 The Service Provider 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 Service Provider does not submit the report as part of the deliverables, final payment to the Service Provider may not be paid.

F.3.3 Project Phase-Specific Deliverables

MILESTONE DESCRIPTION		MILESTONE DATE (TIME AFTER AWARD)	
CLIN	Deliverable	Quantity	Format and Method of Delivery
C.3.1-1	Converted databases	7 seven	The databases up and running on the existing EPA Data Node under SQL Server Live demo
C.3.1-2	Demonstration of data exchange	1	
C.3.1-3	Documentation on converted databases	7 (one per database)	Soft copy in Word and/or other appropriate format
C.3.1-4	Web browser-based interfaces	14 (two per database)	Software installed on the Data Node
C.3.1-5	Documentation on interfaces	14	Soft copy in Word and/or other appropriate format
C.3.1-6	Automated reports for databases	14 (two per database)	Installed on Data Node, in appropriate format
C.3.1-7	Documentation on reports	14	Soft copy in Word and/or other appropriate format
C.3.1-8	Licensed copies of software used	As required	As required
C.3.1-9	Training	40 hours	As required

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

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

Office of the Chief Financial Officer Government Services
Attn: Accounts Payable Division
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
Telephone: 202 671-2741

G.2.1.1 For cost reimbursable expenses, the Service Provider shall submit an original and two (2) copies of each invoice.

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

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

G.2.2.2 Contract number, purchase order number, and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed, including labor rate, person, hours, and task along with approved District timesheets;

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

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

- a) The amount due on the deliveries warrants it; or
- b) The Service Provider requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.4.2 ORDERING CLAUSE

a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Service Provider 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 Service Provider, 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 Service Providers

G.6.1.1 The District will pay interest penalties on amounts due to the Service Provider 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 Service Provider must take one of the following actions within 7 days of receipt of any amount paid to the Service Provider 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 Service Provider's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Service Provider 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 Service Provider 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 Service Provider and subcontractor relating to The amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not Be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

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

**Kenneth Morrow, Contracting Officer
Office of Contracting and Procurement
IT Related Equipment and Services CBG
441 4th Street, N.W., Suite 971 North
Washington, D.C. 20001**

Telephone: 202 727-0167
Fax: 202 727-1679
Email: Kenneth.morrow@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Service Provider shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Service Provider effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Service Provider'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:

Frank D. Kirschner
Chief, Office of Information Technology
District Department of the Environment
51 N St., NE, Room 6034
Washington, DC 20002

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

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

H.2 FREEDOM OF INFORMATION ACT

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

H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 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.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.3) 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.3.3 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.3.4 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.3.5 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.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 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.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 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 certify 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.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 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.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, 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.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the

following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.4.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.4.2 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.5 PROTECTION OF PROPERTY:

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

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) et seq.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental,

developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals Or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

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

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor Hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the contractor, in any work of authorship prepared

for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

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

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

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

I.8.1 Commercial General Liability Insurance, \$2,000,000 limits per occurrence, District added as an additional insured.

I.8.2 Automobile Liability Insurance, \$2,000,000 per occurrence combined single limit.

I.8.3 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$1,000,000 per accident for injury, \$1,000,000 per employee for disease, \$1,000,000 policy limit disease.

I.8.4 Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.8.5 Professional Liability Insurance, \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF ATTACHMENTS

- J.1** Incorporated Attachments located at www.ocp.dc.gov shall be completed
and
Incorporated in the offer.
- J.2** E.E.O. Information and Mayor's Order 85-85
- J.3** Tax Certification Affidavit
- J.4** First Source Employment Agreement
- J.5** Wage Determination No. 2005 – 2103, Revision No. 6 Dated May 2008

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

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of:

an individual,

a partnership,

a nonprofit organization, or

a joint venture.

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

an individual,

a joint venture, or

a corporation registered for business in _____
(Country)

**K.2 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 bidder 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.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3 BUY AMERICAN CERTIFICATION

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

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

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

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

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder 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 bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

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

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

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

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

A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

- B. A negative reply will not adversely affect consideration of your bid.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardees(s), the awardees(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and seven copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Service Provider shall submit (1) one electronic copy (of both the Technical Proposal and Price Proposal) in Microsoft Format. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCTO-2009-R-0090**."

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

Section I – Business Organization and Reputation - Offerors must provide the full name and address of its organization, including the parent company if you are a subsidiary. Specify the branch office or other subordinate element that will perform, or assist in performing work herein. Indicate whether it operates as a

partnership, corporation, or individual. Include the State in which incorporated or license to operate. Indicate the numbers of years the organization has been in existence. Additionally, list the company's core competencies. Include any appropriate certifications, and/or awards that the organization has received in the past three (3) years. Indicate the number of years the organization has been performing the listed core competencies. List the type and name of the organizations where services have been provided.

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

Section III – Technical Capability and Past Performance - Technical Capability will consist of a document that demonstrates the company's capability and experience in the areas of:

1. Understanding the Requirements – The offeror must clearly demonstrate its understanding of the technical requirements laid out in Section C of this RFP. The offeror shall provide descriptive text beyond phrases such as “Read and understood” or “Vendor will comply,” where applicable.

The offeror shall demonstrate expertise and previous experience with EPA Data Node software, database analysis and conversion, creation of Web-browser interfaces for databases, and creation of reports from databases. In addition, the offeror shall demonstrate understanding of the existing DDOE databases referenced in Appendix A.

2. Past Performance Information (Submit 7 copies) - Past Performance Information: Past Performance contains three sub factors which are of equal importance to each other; (1) Quality of Service (2) Timeliness of Performance and (3) Business Practices/Customer Satisfaction. The offeror shall provide contract references (preferably, at least 3) both for itself and for any major subcontractor to enable the government to assess the quality of the offeror's /major subcontractor's past performance. A major subcontractor is a subcontractor that is expected to perform at least 25% of the work under this contract. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The contracts must have been completed within the last three years or (if still ongoing) have been performed for at least one year. The following information shall be included for each contract:

- a. Name and address of contracting activity, state or local government agency or commercial customer.
- b. Contract type (fixed price/cost reimbursement)
- c. Contract Value
- d. Brief description of service required under the contract, including performance location(s) and performance period.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

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

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Annie R. Watkins (contact information located in Section G.7), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of the Chief Technology Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of the Chief Technology Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

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

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

L.7 PROPOSAL PROTESTS

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

L.8 SIGNING OF OFFERS

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

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and

may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

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

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

L.13 CERTIFICATES OF INSURANCE

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

**Kenneth Morrow
Contracting Officer
Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street N.W., Suite 971 North
Washington, D.C. 20001
Phone: 202-727-5274**

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District

must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.15 BEST AND FINAL OFFERS

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

L.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

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

L.17 FAMILIARIZATION WITH CONDITIONS

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

become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

L.18.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.18.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.18.8 If the prospective Service Provider fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Service Provider to be non responsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M.3 EVALUATION CRITERIA

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

M.3.2 TECHNICAL CRITERIA	(50 Points)
PAST PERFORMANCE	(20 Points)
PRICE CRITERIA	(30 Points)

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

Lowest price proposal
----- X weight = Evaluated price score
Price of proposal being evaluated

M.3.3 EVALUATION OF OPTION YEARS

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

M.4 OPEN MARKET CLAUSES WITH LSDBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.4.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating

bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.2 Required Subcontracting Set-Aside

100% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity

Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.4.3 General Preferences

For evaluation purposes, the allowable preferences under the Act for this

procurement are as follows:

M.4.3.1 Three percent reduction in the bid price or the addition of three points on a 100 point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.4.3.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.4.3.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.4.3.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.4.3.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in An enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.4.3.6 Two percent reduction in the bid price or the addition of two points on a 100- point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD as applicable.

M.4.4 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.4.4.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.4.4.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100- point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.4.4.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.4.4.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.4.4.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.4.4.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two

points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.4.4.7 Maximum Preference Awarded

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

M.5 Preferences for Certified Joint Ventures

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

M.5.1 Vendor Submission for Preferences

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

M.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as An SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters Of certification from the SLBOC; or

M.5.1.2 Evidence of the vendor's or joint ventures 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.5.1.3 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.5.1.4 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.2 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 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.5.2.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROB;

M.5.2.2 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 ROB;

M.5.2.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROB;

M.5.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.5.2.5 A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;

M.5.2.6 In all subcontracts that offer further subcontracting opportunities, Assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.5.2.7 Assurances that the prime contractor will cooperate in any studies or Surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.5.2.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the ubcontracting plan,

and include assurances that the prime contractor will make such records available for review upon the District's request; and

M.5.2.9 A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs and to award subcontracts to them.

M.5.3 Enforcement and Penalties for Willful Breach of Subcontracting Plan

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.5.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.5.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

END