

SOLICITATION, OFFER, AWARD		1. Caption Video Interoperability for Public Safety (VIPS)		Page of Pages 1 77	
2. Contract Number	3. Solicitation Number DCTO-2009-R-0106	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 8/7/2009	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 Office of the Chief Procurement Officer 441 4th Street, N.W. Suite 930 South Washington, DC 20001		8. Address Offer to: Office of Contracting and Procurement 441 4TH Street, NW Suite 703 (Bid Room) Washington, DC 20001			

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

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 See Block 8 of this form until 2:00pm local time 9-Sep-09 (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 Leon T. Borroum	B. Telephone (Area Code) 202 (Number) 727-6793 (Ext)			C. E-mail Address leon.borroum@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (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) Anne R, Watkins	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of Homeland Security and Emergency Management Agency (HSEMA), is currently seeking proposals to aggressively provide for the design, delivery, installation, integration, testing and acceptance, and maintenance of the Unified Video Management System that is capable of providing interoperability among all District Agencies and of enhancing or supporting Close Circuit Television (CCTV) analytics that shall be used to better automate monitoring activities. The new centralized management system (also, “the System”) shall be deployed at the Video Interoperability for Public Safety (VIPS) facility and shall include four Subsystems at designated District agencies that are integral to the System. The System shall be operated by the District’s Homeland Security and Emergency Management Agency (HSEMA).

B.2 The District contemplates award of a Firm Fixed Price (FFP) contract with fixed unit price components. Except as otherwise provided in the Contract, the Contractor shall provide all hardware, software, labor and materials necessary to deliver a System that conforms to the requirements of the Contract.

B.3 If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.8. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to the RFP shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.8, but fails to submit a subcontracting plan with its proposal.

B.4 PRICE SCHEDULE – FIRM FIXED PRICE**B.4.1 BASE YEAR – (Date of award for twelve (12) months)**

Contract Line Item No. (CLIN)	Item Description	Qty	Unit of Issue	Unit Price	Total Price
0001	SYSTEM DESIGN				
0001AA	System Design in accordance with Section C.3.2	1	EA	\$ _____	\$ _____
0001AB	Project Management Plan in accordance with Section C.3.3	1	EA	\$ _____	\$ _____
0001AC	Quality Assurance Plan in accordance with Section C.3.3.5	1	EA	\$ _____	\$ _____
0001AD	Reports in accordance with Section C.3.3.6	1	EA	\$ _____	\$ _____
	Sub-Total				\$ _____
0002	INSTALLATION PLAN				
0002AA	System Installation Plan in accordance with Section C.3.4.1	1	EA	\$ _____	\$ _____
	Sub-Total				\$ _____
0003	INTEGRATION OF VIDEO MANAGEMENT PLATFORM AT HSEMA, DCPS, PSD, MPD, and DDOT				
0003AA	HSEMA Video Management Platform Integration in accordance with Section C.3.7	1	Job	\$ _____	\$ _____
0003AB	DCPS Subsystem Video Management Platform Integration in accordance with Section C.3.8	1	Job	Included in 003AA	Included in 003AA
0003AC	PSD Subsystem Video Management Platform Integration in accordance with Section C.3.9	1	Job	Included in 003AA	Included in 003AA
0003AD	MPD Subsystem Video Management Platform Integration in accordance with Section C.3.10	1	Job	Included in 003AA	Included in 003AA

Contract Line Item No. (CLIN)	Item Description	Qty	Unit of Issue	Unit Price	Total Price
0003AE	DDOT Subsystem Video Management Platform Integration in accordance with Section C.3.11	1	Job	Included in 003AA	Included in 003AA
	Sub-Total				\$ _____
0004	SOFTWARE DEVELOPMENT KIT				
0004AA	Software Development Kit – SDK in accordance with Section C.3.6	1	EA	\$ _____	\$ _____
0005	VIDEO MANAGEMENT PLATFORM TRAINING	Est. No. of Sessions			
0005AA	Administrator Training Session, 1-5 persons - Video Management Platform in accordance with Section C.3.12.3 and C.3.12.5	1	Session	\$ _____	\$ _____ [Estimated]
0005AB	User Training Session, 5 persons - Video Management Platform in accordance with Section C.3.12.4 and C.3.12.5	3	Session	\$ _____	\$ _____ [Estimated]
0005AC	User Training Session, 6-10 persons - Video Management Platform in accordance with Section C.3.12.4 and C.3.12.5	3	Session	\$ _____	\$ _____ [Estimated]
0005AD	User Training Session, 11-15 persons - Video Management Platform in accordance with Section C.3.12.4 and C.3.12.5	2	Session	\$ _____	\$ _____ [Estimated]
0005AE	User Training Session, 16-20 persons - Video Management Platform in accordance with Section C.3.12.4 and C.3.12.5	2	Session	\$ _____	\$ _____ [Estimated]
	Sub-Total Amount				\$ _____ [Estimated]
	Total Amount - Base Year				\$ _____

B.4.2 OPTION YEAR ONE – (12 MONTHS)

Contract Line Item No. (CLIN)	Item Description	Estimated Qty	Unit of Issue	Unit Price	Total Price
1001	VIDEO MANAGEMENT PLATFORM TRAINING	Est. No. of Sessions			
1001AA	Administrator Training, 1-5 persons, Video Management Platform in accordance with Section C.3.12.3 and C.3.12.5	2	Session	\$ _____	\$ _____ [Estimated]
1001AB	User Training, 1-5 persons, Video Management Platform in accordance with Section C.3.12.4 and C.3.12.5	2	Session	\$ _____	\$ _____ [Estimated]
1001AC	User Training, 6-10 persons, Video Management Platform in accordance with Section C.3.12.4 and C.3.12.5	2	Session	\$ _____	\$ _____ [Estimated]
1001AD	User Training, 11-15 persons, Video Management Platform in accordance with Section C.3.12.4 and C.3.12.5	1	Session	\$ _____	\$ _____ [Estimated]
1001 AE	User Training, 16-20 persons, Video Management Platform in accordance with Section C.3.12.4 and C.3.12.5	1	Session	\$ _____	\$ _____ [Estimated]
	Sub-Total Amount				\$ _____ [Estimated]
1002	MAINTENANCE & TECHNICAL SUPPORT				

1002AA	Maintenance & Technical Support in accordance with Section C.3.13	12	Months	\$ _____	\$ _____
	Sub-Total Amount				\$ _____
	Total Amount-Option Year 1				\$ _____ [Estimated]

B.4.3 OPTION YEAR TWO – (12 MONTHS)

Contract Line Item No. (CLIN)	Item Description	Estimated Qty	Unit of Issue	Unit Price	Total Price
2001	VIDEO MANAGEMENT PLATFORM TRAINING	Est. No. of Sessions			
2001AA	Administrator Training, 1-5 persons, Video Management Platform in accordance with Section C.3.12.3 and C.3.12.5	1	Session	\$ _____	\$ _____ [Estimated]
2001AB	Training, 1-5 persons, Video Management Platform in accordance with Section C.3.12.3	2	Session	\$ _____	\$ _____ [Estimated]
2001AC	Training, 6-10 persons, Video Management Platform in accordance with Section C.3.12.3	1	Session	\$ _____	\$ _____ [Estimated]
2001AD	Training, 11-15 persons, Video Management Platform in accordance with Section C.3.12.3	1	Session	\$ _____	\$ _____ [Estimated]
2001AE	Training, 15-20 persons, Video Management Platform in accordance with Section C.3.12.3	1	Session	\$ _____	\$ _____ [Estimated]
	Sub-Total Amount				\$ _____ [Estimated]
2002	MAINTENANCE & TECHNICAL SUPPORT				
2002AA	Maintenance & Technical Support in accordance with Section C.3.13	12	Months	\$ _____	\$ _____

	Sub-Total Amount				\$ _____
	Total Amount-Option Year 2				\$ _____ [Estimated]

BASE YEAR TOTAL: \$ _____

OPTION PERIOD ONE TOTAL: \$ _____

OPTION PERIOD TWO TOTAL: \$ _____

GRAND TOTAL AMOUNT: \$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 Scope

The District of Columbia's Homeland Security and Emergency Management Agency ("HSEMA") is currently seeking proposals to aggressively provide for the design, delivery, installation, integration, testing and acceptance of a Unified Video Management Platform that is capable of providing interoperability between District Agencies and to enhance or support CCTV analytics that shall be used to better automate monitoring activities. The new centralized management Platform shall be deployed at the Video Interoperability for Public Safety (VIPS) facility and shall aggregate four existing subsystems integral to the System which shall be located at the District agencies designated in Section C.2. The Platform shall be operated and managed by the District's Homeland Security and Emergency Management Agency (HSEMA).

C.1.1 Definitions

CCTV	Closed Circuit Television.
Camera	CCTV Cameras that will be integrated in the Platform
COTS	Commercial Off The Shelf
GIS	Geographic Information System
GUI	Graphical User Interface
ESRI	Environmental Systems Research Institute, Inc.
LPR	License Plate Recognition
MDT	Mobile Data Terminal
MJPEG	Motion Joint Photographic Experts Group
MPEG4	Moving Picture Editors Guild version "4"
OCR	Optical Character Recognition
OS	Operating System
PDA	Personal Data Assistant
VIPS	Video Interoperability for Public Safety

C2 BACKGROUND

Approximately 5,600 CCTV videos are currently operated in the District by 9 major District agencies: DC Public Schools, Metropolitan Police Department, DC Department of Transportation, Protective Services Division, Department of Parks and Recreation, Department of Corrections and to a lesser extent by HSEMA, Department of Health, Fire and Emergency Medical Services. Additionally, an independent authority, the DC Housing Authority, operates a CCTV alarm and alert monitoring facility. Separate video control solutions and monitoring facilities are deployed to support each agency's own unique operational requirements. Currently, there is little commonality in deployed video and monitoring technology, and there is no interoperability or sharing of video feeds across the agencies. The new video management platform must meet the basic and specific requirements for interoperability through the Platform of the CCTV resources of all Agencies outlined in Section C.2.

C.2.1 DC Public Schools (DCPS)

The District of Columbia Public Schools (DCPS) operates a fully distributed network covering of 162 schools and buildings throughout the city. The DCPS network is the largest video system operated by District agencies utilizing over 3600 cameras. The network consists of video management servers at each school or building along with local digital video recording. All cameras are analog. The viewing software is web-based. The video images are stored for 14-20 days depending on activity level of the DVR-based motion detection. Compaq and HP servers are used for recording.

Table 1 - DCPS Equipment Summary

DC Public Schools	
Manufacturer / Integrator:	Vision Security
Model of Media Server(s):	Len Sec - Progressive Systems (14 & 32 camera systems) Vision Solutions - (VDRVP-W-S)
Video Application / software:	Vision Solutions - (Cisco VSOM based)
Camera Manufacturers: (all cameras are analog)	Pelco, Marshall and Videoalarm
DVR Manufacturer:	Cisco VSMS, Compaq and HP

C.2.2 Protective Services Division (PSD)

The District of Columbia Protective Services Division (PSD) is responsible for managing and providing security and law enforcement at District owned and leased properties. This mission is executed through patrol operations, contract security guard management and electronic access control/security systems. PSD currently provides security to approximately 30 buildings within the District of Columbia.

PSD operates a highly distributed CCTV system with the support of their system integrator, ADT, Inc. The system consists of four hundred and sixty-eight (468) PELCO cameras; mostly high-end models interlaced with some legacy ones. The cameras are attached to IP-based DVRs which is used for recording and the streaming of live video from each camera. PSD's video management system is integrated with their access control and intrusion detection system, GE PicturePerfect. Alarm and video monitoring is integrated using GE Facility Commander 2.1 which includes graphics showing alarm and camera locations and camera fields of view on facility floor plans.

1. The PSD system server communicates with nearly 80 security control panels in approximately 25 buildings throughout the District.
2. The server also communicates with approximately fifteen (15) alarm monitoring workstation computers located at specified facilities where required.

3. The server also supports two (2) primary and 2-3 secondary credentialing production workstations which a District agency operates.
4. There is also an existing (but currently inactive) single-direction database interface with the DC Government PeopleSoft system.

Table 2 - PSD Equipment Summary

Protective Services Division	
Manufacturer / Integrator:	ADT, Inc.
Model of Media Server(s):	GE Security Facility Commander 2.1
Video Application / Software:	GE Security, Facility Commander 2.1 (GUI), GE DVMRe CTII proprietary remote viewing software (Wave Reader)
Camera Manufacturer(s):	Pelco - ICS 151 (Typical indoor/outdoor fixed dome) Pelco – Spectra III (Typical PTZ)
DVR Manufacturer:	GE DVMRe CT II

C.2.3 Metropolitan Police Department (MPD)

The District of Columbia Metropolitan Police Department (MPD) operates a highly centralized and redundant system with dual cameras (approximately 150 cameras total) at most CCTV locations. Recording is also redundant and is done both locally and centrally.

MPD also operates a gunshot detection system, “Shotspotter¹”. The output of this system is to be integrated into the proposed offeror’s video management platform.

Table 3 - MPD Equipment Summary

Metropolitan Police Department	
Manufacturer / Integrator:	Total Recall, Inc, Pelco, & in-staff integration
Model of Media Server(s):	Pelco Endura SM500 System Manager, Endura Storage Server & DVR
Video Application / Software:	Pelco Endura System software, EnduraStor–video storage software, Pelco’s proprietary video compression software
Camera Manufacturer(s):	Pelco - Spectra III
DVR Manufacturer:	Pelco DVR and HSEMA controlled Cisco VSMS VSOM

C.2.4 DC Department of Transportation (DDOT)

The District of Columbia Department of Transportation (DDOT) operates a highly centralized network. All traffic cameras (approximately 146 cameras total) are

¹ Explanation of the Shotspotter system can be viewed at: <http://www.shotspotter.com/>

backhauled to their Traffic Management Center (“TMC”) via private twisted pair network. All video is currently encoded to MPEG-2, decoded then re-encoded to MPEG4.

Table 4 - DDOT Background Summary

District Department of Transportation	
Manufacturer / Integrator:	Philips Bocsh Analog Matrix Switcher
Model of Media Server(s):	Cisco VSMS
Video Application / Software:	VSOM
Camera Manufacturer(s):	Honeywell KDG Series
DVR Manufacturer:	HSEMA controlled Cisco VSMS VSOM

C.3 REQUIREMENTS

C.3.1 General Requirements of Video Management Platform

C.3.1.1 The Video Management Platform shall be configured and licensed to allow fifty (50) concurrent users access to the Platform through its client software. There shall be no restrictions on the quantity of client software installations.

C.3.1.2 The Platform shall be scalable to support a minimum of ten thousand (10,000) cameras.

C.3.1.3 It is preferable that all server applications run on *Windows™* based software. If an offeror proposes a different operating system (“OS”), in its proposal, the offeror shall briefly articulate its benefits versus the Windows based OS and shall establish that the alternate OS has functionality fully equivalent to that of a Windows based OS.

C.3.1.4 All client software shall be compatible and fully functional with workstations operating *Microsoft™ Windows™ XP and Vista™*.

C.3.1.5 All client software shall have a browser based client and shall be compatible and fully functional with workstations operating *Microsoft Internet Explorer 6x* or higher.

C.3.1.6 The Platform shall include a graphical user interface (“GUI”). This GUI shall support drag and drop functionality to display all video sources; to include the ability to drag and drop from a directory to a main display window.

C.3.1.7 The Video Management Platform shall have the ability to multicast the video source from the video management server thereby eliminating the need for a multicast configured infrastructure and for more than one video stream from the camera or encoder.

C.3.1.8 The Platform shall be configurable to accept MJPEG, MPEG4 and H.264 video compression at a minimum; if any standard is not supported then specific dates as to when it shall be supported shall be provided.

C.3.1.9 The Platform shall build a Structured Query Language (SQL) database with events, alarms, equipment status, platform availability/failures (with cause of failure) and statistics of usage. The database shall enable report generation and queries.

C.3.1.10 The Contractor shall provide the technical support required to ensure interoperability between the Video Management Platform and the HSEMA's Activu Corporation's COTS video display system. The offeror shall provide the necessary driver(s) or API to interface with the display system upon delivery of the Platform. At a minimum, the interface shall provide the ability to display streaming CCTV video from the Platform onto display devices configured within the video display system.

C.3.1.11 The Platform shall be configurable for automated tours of selected cameras or groups of cameras at selectable intervals and durations.

C.3.1.12 The Platform's user interface shall support a visual indication of all cameras' current status.

C.3.1.13 The Platform software shall support event correlation, allowing a sequence of events or alarms, including events from multiple systems to be managed and displayed as a single event.

C.3.1.14 The Platform shall manage the correlated event and the configured video streams in a manner to include:

C.3.1.14.1 Inserting a video to a specified window on a GUI;

C.3.1.14.2 Sending video to an output device;

C.3.1.14.3 Arranging the GUI in an ad-hoc manner

C.3.1.14.4 Adding a caption to a window on the GUI;

C.3.1.14.5 Creating a bookmark;

C.3.1.14.6 Creating a video clip and jpeg image;

C.3.1.14.7 Launching geographically based camera tours starting with a specified camera;

C.3.1.14.8 Inserting a map in a specified window on a GUI, centered on a user-definable location, and including a user-definable zoom feature;

C.3.1.14.9 Providing automated notifications to users based on a user-defined event and/or group of associated events;

C.3.1.15 The Platform shall have the ability to control all pan, tilt zoom (“PTZ”) functionality of all camera devices from either the software GUI or using an attached joy-stick PTZ hardware device;

C.3.1.16 The Platform shall use an identical PTZ control interface for all PTZ devices.

C.3.1.17 The Platform shall include five (5) compatible joy-stick PTZ control hardware.

C.3.1.18 The Platform shall provide client software capable of streaming live or recorded images directly to PDAs or Mobile Data Terminals (“MDT”) through a secure, encoded gateway.

C.3.1.19 The Platform shall provide OCR capability (license plate recognition) for all video feeds connected to the video management platform. The OCR system deployed shall be capable of meeting the market standard in terms of reliability and efficacy.

C.3.1.20 The Platform shall provide motion detection capability for all video feeds connected to the video management platform.

C.3.1.21 Contractor shall include in the Platform the analytics that shall be triggered by the events stated in C.3.1.21.1 through C.3.1.21.11.

C.3.1.21.1 Object Recognition and Search;

C.3.1.21.2 Object Tracking with Autonomous PTZ Tracking;

C.3.1.21.3 Stopped Vehicle;

C.3.1.21.4 Object Counting;

C.3.1.21.5 Missing Object Detection;

C.3.1.21.6 Suspicious Object Detection;

C.3.1.21.7 Grouping Detection (or equivalent);

C.3.1.21.8 Loitering Detection;

C.3.1.21.9 Electronic Fence Designation;

C.3.1.21.10 Illegal Parking (or equivalent);

C.3.1.21.11 Motion Detection.

C.3.1.22 The Platform shall include a software administrator interface. The Contractor shall include in the Platform all necessary administrative functions, including, at a minimum, administrative functions stated in C.3.1.22.1 through C.3.1.22.6.

C.3.1.22.1 Ability to manage rights and permissions on a user-by-user basis and a camera-by-camera basis and provide for hierarchical roles

C.3.1.22.2 Ability to add, delete, and modify CCTV devices including but not limited to IP cameras, encoders, DVRs, NVRs and PTZ hardware.;

C.3.1.22.3 Ability to add, delete, and modify the video archiving parameters;

C.3.1.22.4 Ability to customize the GUI;

C.3.1.22.5 Ability to add customized functions and tools created through Platform's SDK;

C.3.1.22.6 Ability to add third party products supported by the Platform;

C.3.1.23 The Platform shall include fully functional interfaces for all hardware and software required by Section C.3 and/or included in the contractor's accepted proposal, to include the port settings for connections to each peripheral or network device.

C.3.1.24 The Contractor shall provide hardware specifications and cut sheets for all individual items with a cost to the contractor in excess of \$1000.

C.3.1.25 The Contractor shall provide the basis for calculating the required bandwidth or data rates for all scalable items contained within Section C.3 as a repeatable formula along with the System Design as defined in Section 3.2.1.

C.3.1.26 The Platform software shall have the capability of consuming, distributing, and displaying video sourced from disparate DVR(s)/NVR(s) through its GUI. The Platform software shall include an identical interface for all DVR/NVR devices to control forward, reverse, jump to a time, create a video clip, create a snapshot or create a bookmark.

C.3.1.27 [NOT USED]

C.3.1.28 The Platform software shall include a functional interface with each of the devices stated in C.3.1.28.1 through C.3.1.28.16 upon Platform delivery. This requirement is for the existing installed versions of these devices within District Agencies' Subsystems and the Contractor shall determine the exact versions while preparing proposals.

C.3.1.28.1 Axis IP Cameras;

C.3.1.28.2 Arecont IP Cameras;

C.3.1.28.3 Sony IP Cameras;

C.3.1.28.4 Len Sec Progressive Systems;

C.3.1.28.5 Honeywell Cameras;

C.3.1.28.6 Pelco Cameras – Spectra III & IV;

C.3.1.28.7 Axis Encoders 241S, 243S, 243Q;

C.3.1.28.8 GE Security Picture Perfect v2.0 (or 4.0 based on implementation schedule) and Facility Commander;

C.3.1.28.9 GE DVR (GE Security DVMRe CTII Series (w/WaveJet compression));

C.3.1.28.10 Cisco Video Surveillance Operations Manager (VSOM);

C.3.1.28.11 Pelco Endura Video Server and Storage (SMS 5000);

C.3.1.28.12 PelcoNet 5301 Encoder and NET 300;

C.3.1.28.13 [NOT USED]

C.3.1.28.14 Mastermind, Inc. - An alarm management software;

C.3.1.28.15 Avigilon HD IP Cameras;

C.3.1.28.16 Avigilon HD NVRWS;

C.3.1.29–C.3.1.30 [NOT USED]

C.3.1.31 The delivered Platform shall have the capability for the integration of COTS analytic tools by the District.

C.3.1.32 [NOT USED]

C.3.1.33 The Platform shall have a GIS Interface that provides the functionality stated in C.3.1.33.1 through C.3.1.33.9.

C.3.1.33.1 The ability to acquire and display the District’s ESRI® based data. The platform shall update the display of the GIS data in a near real-time manner

C.3.1.33.2 The Platform’s GIS interface shall support the use of multiple maps to include a minimum of the District’s GIS ESRI® based data, Google Maps, and jpeg images.

C.3.1.33.3 The Platform’s GIS interface shall be capable of displaying the “real-time” alarm status, of the device (e.g. cameras or alarm sensors), on both digital building and/or street plans;

C.3.1.33.4 The Platform shall provide GIS functionality that will support multi-level drilldown/up between views.

C.3.1.33.5 The GIS interface shall support zoom in and out for the map display function.

C.3.1.33.6 The GIS interface shall support the identification of map features .

C.3.1.33.7 The GIS interface shall display icons of cameras at their corresponding locations on the map, and allow drag and drop of each camera to a video window within the Platform.

C.3.1.33.8 The GIS interface shall allow cameras to be dragged from the map directly to an external video display device managed through HSEMA's Video Management Platform. This action will cause the software to send the video to those devices.

C.3.1.33.9 The Platform shall be capable of holding the location of all mapped video and sensor devices in a "geospatial engine" that will allow for spatial based queries such as "nearest cameras".

C.3.1.34 The Platform shall include in the GUI interface the capability to incorporate the District-supplied building drawings with "clickable" icons showing the alarm sensor and camera locations as well as their active status.

C.3.1.35–C.3.1.43 [NOT USED]

C.3.2 System Design

The Contractor shall design the Unified Video Management Platform in accordance with the requirements of the RFP and Contract.

C.3.2.1 Contractor shall provide a detailed network design to the COTR for review and approval. Contractor shall submit the softcopy file format of the network drawings in Microsoft Visio.

C.3.2.2 Contractor shall develop and submit detailed plans of and procedures for the platform architecture, hardware selection, delivery, installation, integration, optimization, testing, acceptance, operations and maintenance, and other associated tasks necessary for the CLIN items required by the Contract.

C.3.2.3 Contractor shall provide detailed listings of all required and anticipated deliverables, hardware and services, related to the project. Contractor shall address all CLIN items and all Deliverables listed in Section F.3.

C.3.2.4 Contractor shall provide a schedule for the design, installation and integration of the Platform requirement for all base year CLINs.

C.3.2.5 Contractor shall provide a detailed project work breakdown schedule and bi-weekly schedule updates in Microsoft Project format.

C.3.2.6 Contractor shall provide two (2) hard copies and two (2) softcopies of all schematics, detailed diagrams and drawings reflecting proposed modifications and final "as-built" configurations of the overall system and subsystems (e.g. logical & physical connectivity, etc.).

C.3.2.7 All softcopy drawings, table and lists shall be provided on CD-ROM.

C.3.2.8 Acceptable file formats for softcopies are: Microsoft Excel, Word, Project and Visio, AutoCAD DWG. Formats of submitted softcopies shall be capable of being edited by the District using standard editing tools.

C.3.2.9 Platform drawings shall, at a minimum, include a description of the system, each sub-system, ports, and cabling specifications.

C.3.2.10 Platform drawings shall include all interface definitions.

C.3.3 Project Management Requirements

C.3.3.1 Contractor shall be solely responsible for the performance of all project management functions necessary to ensure the successful completion of all phases of this project, including but not limited to the following.

C.3.3.2 The offeror shall identify a Project Manager for the duration of this project. The Project Manager is identified as “Key Personnel” whose experience and technical background will be considered within the technical evaluation. The COTR retains the right to interview and approve the Project Manager and other key management team members.

C.3.3.3 The Contractor shall provide the COTR the resumes of the Project Manager and technical personnel who will work on this project. Once assigned to this project, the Contractor shall not remove the Project Manager without the approval of the COTR and any replacement(s) for the Project Manager shall be subject to approval by the COTR.

C.3.3.4 The Project Manager shall assure performance of the following tasks as a minimum:

C.3.3.4.1 Review all specifications and familiarize Contractor with the requirements;

C.3.3.4.2 The Project Manager shall be the sole contact for COTR during performance of the Contract and shall be responsible for resolving with the COTR or Contracting Officer all performance issues;

C.3.3.4.3 Development of a Project Management Plan that includes all tasks and milestones necessary to complete the requirements in the statement of the work;

C.3.3.4.4 Scheduling of performance and delivery, and informing the COTR at all times in a timely manner of the delivery schedule of all hardware pertaining to this platform;

C.3.3.4.5 Assuring coordination of all work between Contractor and the COTR-designated District Agency representatives and resolving with the COTR any disagreements or obstacles to expeditious performance that arise with Agency representatives or Agency CCTV contractors;

C.3.3.4.6 Assuring timely submission to the COTR of all deliverables, including installation documentation, wiring diagrams and as-built documentation;

C.3.3.4.7 Assure coordination with the COTR of the delivery of all the training requirements of the Contract;

C.3.3.5 Quality Assurance Plan: The Contractor shall submit a Quality Assurance (QA) Plan for the project for review and approval by the COTR. The QA Plan shall include the proposed quality control plans and procedures which shall ensure that the platform is designed, manufactured, installed, and tested in accordance with these requirements. The QA Plan shall address all stages of the project. The proposed QA Plan shall address the procedures related to the following tasks:

C.3.3.5.1 Contractor shall provide impact assessments for the deployment of the Platform and its Subsystems. The impact statements shall cover the risks of service disruption for the existing Agency systems and the VIPS facility.

C.3.3.5.2 Design analysis and verification;

C.3.3.5.3 Design changes and document control;

C.3.3.5.4 Material receiving, storage and shipping;

C.3.3.5.5 Site preparation;

C.3.3.5.6 Installation personnel training and certification;

C.3.3.5.7 Platform testing and validation;

C.3.3.5.8 Material and workmanship deficiency reporting and replacement or restoration of deficient material or workmanship;

C.3.3.6 Reports: The Contractor shall report periodically the status of the project to the COTR. In support of this effort the Contractor shall provide the following reports or documents within the specified timeframe after District issued changes or Contractor suggested changes approved by the District:

C.3.3.6.1 Weekly Status Report to COTR (template to be provided prior to Contract award).

C.3.3.6.2 Project Plan; updates shall be submitted to COTR biweekly.

C.3.3.6.3 Errors, Omissions and Change Orders; shall be submitted to COTR within one week of notice.

C.3.3.6.4 Platform -Wide Architecture; updates shall be submitted to COTR within one week of change.

C.3.3.6.5 Security Architecture; updates shall be submitted to COTR within one week of change.

C.3.3.6.6 Enterprise Application Integration (EAI) Architecture; updates shall be submitted to COTR within one week of change.

C.3.3.6.7 Schedule/Plan; updates shall be submitted to COTR within one week of Integration Schedule change.

C.3.4 Installation

C.3.4.1 Before the installation of any software or hardware, the Contractor shall submit to the COTR, for review and comment, a draft Site Installation Plan which outlines the installation of the software and any infrastructure hardware on a site-by-site basis. Subsystem portions of the Site Installation Plan may be submitted separately and incorporated in the final Plan. The offeror shall incorporate any and all comments received from COTR into the final Plan and submit the final Plan for approval.

C.3.4.2 The proposed installations shall be approved by COTR prior to commencement of a particular stage of work on a site-by-site basis.

C.3.4.3 All technicians and engineers performing work on the platform shall be trained and skilled personnel who are certified by the manufacturer in the specific task they will be performing.

C.3.4.4 The Contractor shall develop and document a labeling system and shall mark all installed hardware and associated termination hardware, including transmission lines and cables using easy-to-read identification labels consistent with District procedures.

C.3.4.5 The Contractor shall develop and document every software revision, patch and upgrade installed into the overall video management platform. The offeror shall also maintain and submit to the District very detailed and strict software version control information.

C.3.4.6 All hardware or software proposed as part of this RFP, and as installed and tested, shall not disrupt or degrade the service of the existing systems in place. The offeror shall agree in advance with the COTR on all deployment schedules and provide the impact assessments required by C.3.3.5.1.

C.3.4.7 The Contractor shall warehouse all software and hardware until installation unless directed differently by the COTR.

C.3.5 Test Planning and Acceptance – Configuration Documentation and Manuals

C.3.5.1 Configuration Documentation and Manuals: Subject to District review and approval, the Contractor shall provide Preliminary as-built documentation and network drawings (including wiring and cable diagrams, specification sheets, system manuals,

hardware manuals, security manuals and maintenance manuals) before proceeding with the Subsystem Tests. After System Testing, the Contractor shall revise and correct the Preliminary documentation required by this section C.3.5.1 as necessary and submit the Final versions of the documentation to the COTR for written approval. The Contractor shall provide all software and hardware operations and maintenance manuals relevant to the continuing operation of the platform deployed. Contractor shall include in the price of Platform CLIN 0003AA all costs associated with the Configuration Documentation and Manuals identified in C.3.5.1 and with all other documentation required in Section C.3, except documentation included in CLINS 0001 (System Design) and 0002 (Installation Plan).

C.3.5.2 Test Plans for Agency Subsystems and System Acceptance: The Contractor shall submit, for review, comment, and approval by the COTR, a System Acceptance Test Plan (ATP-S) and four Subsystem Test Plans (TPs), including one Subsystem TP for each of (a) the DCPS Subsystem (C.3.8); (b) the PSD Subsystem (C.3.9); (c) the MPD Subsystem (C.3.10); and (d) the DDOT Subsystem (C.3.11). Contractors shall include all costs associated with the Test Plans, testing, and submission of Test Reports in appropriate Platform CLINs, 0003AA–0003AE. Contractor shall submit, in the following order, Test Plans that accomplish the following:

C.3.5.2.1 Each of the four Subsystem Test Plans shall provide testing of the Subsystem integrated with the HSEMA Video Management Platform and shall include tests that prove that the Subsystem is fully operational, meets all functional requirements, and complies fully with Contractor's approved System Design (per Section C.3.2) at the Subsystem and System equipment levels. Further, by the Subsystem tests, Contractor shall demonstrate that the Subsystems are fully operational, meet all functional requirements, and are fully integrated with the Offeror's approved System Design and the approved Installation Plan (per Section C.3.4.2). Contractor's Subsystem TPs shall provide for testing to completion of the interoperability between all cameras, sensors, alarms and other video systems relevant to the tested Subsystem.

C.3.5.2.2 The ATP-S shall provide testing of the complete System, including all of the four Subsystems, which demonstrates that the System is fully operational, meets all functional requirements, and complies fully with Contractor's approved System Design (per Section C.3.2) and approved Installation Plan (per Section C.3.4.2). By the ATP-S, Contractor shall provide for testing to completion of the interoperability between all cameras, sensors, alarms and other video systems required by Section C.3.

C.3.5.3 Testing and order of testing: On schedules approved by the COTR in advance and with at least 7 days advance notice to the COTR for each test, the Contractor shall perform the tests contained in the approved Subsystem TPs and the ATP-S and submit to the COTR in writing the results of each System or Subsystem test as prescribed by C.3.5.4. The COTR and/or his designee shall attend all testing and shall witness, by signature and date thereon, all contemporaneous test records that will form the basis for the Subsystem Test Reports and the ATR. Contractor shall complete all Subsystem tests and the four Subsystem Test Reports shall be approved in writing by the COTR before Contractor may perform the System acceptance tests according to the ATP-S.

C.3.5.4 Test Reports: Contractor shall provide the complete results of each of the Subsystem tests and of the System Acceptance Test, including any retests authorized by the COTR, in final written Subsystem Test Reports and a final written System Acceptance Test Report (ATR), each of which compares the actual measured results to the performance as stated by the offeror in the District-approved System Design (Section C.3.2).

C.3.5.5 System Acceptance: Approval by the COTR in writing of the System ATR shall constitute acceptance by the District of the HSEMA Video Management Platform (the System, including the four Subsystems).

C.3.5.6 Contractor shall submit to the COTR a Software and Hardware Maintenance Schedule for all deployed items included in the Platform and providing in the Schedule for planned future upgrades, new software versions, OS upgrades, patches, hardware upgrades, and the like.

C.3.6 Software Development Kit (“SDK”)

C.3.6.1 The Contractor shall provide a highly functional SDK with an API that allows a software engineer to create applications using functionalities of the Platform via Microsoft-based technologies. Full documentation shall be provided.

C.3.6.2 The Platform’s SDK shall provide functionality, at a minimum, that allows for the integration of its live and recorded streaming video, alarm and sensor information into the District’s existing and future web-based and desktop environments.

C.3.7 Integration of Video Management Platform at HSEMA

C.3.7.1 The Contractor shall provide a Video Management Platform that meets the requirements of Section C and is scalable to meet the integration of all District Agencies identified in Contract Section C.2 .

C.3.8 Integration of Video Management Platform Subsystem at District of Columbia Public Schools

C.3.8.1 The Contractor shall provide a Video Management Platform Subsystem that meets the requirements of Section C as well as the following:

C.3.8.1.1 Incorporation of all DCPS video feeds into the Video Management Platform.

C.3.8.1.2 Incorporation of the alerts from the access control and intrusion detection system from each building into the Video Management Platform.

C.3.9 Integration of Video Management Platform Subsystem at District of Columbia Protective Services Division

C.3.9.1 The Contractor shall provide a Video Management Platform Subsystem that meets the Requirements of Section C as well as the following:

C.3.9.1.1 Incorporation of all PSD video feeds into the Platform.

C.3.9.1.2 Incorporation of the alerts from the access control and intrusion detection system from each building into the Platform.

C.3.10 Integration of Video Management Platform Subsystem at District of Columbia Metropolitan Police Department

C.3.10.1 The Contractor shall provide a Video Management Platform Subsystem that meets the a Requirements of Section C as well as the following:

C.3.10.1.1 Incorporation of all MPD video feeds into the offeror's video management platform.

C.3.10.1.2 Incorporation of alerts from the ShotSpotter system. An alert from the ShotSpotter shall trigger the nearest camera(s) activation (viewing) and automatically retrieve the data from a user defined zone; the retrieval duration and zone being configurable by the end users or administrator.

C.3.11 Integration of Video Management Platform Subsystem at District of Columbia Department of Transportation

C.3.11.1 The Contractor shall provide a Video Management Platform Subsystem that meets the Requirements of Section C as well as the following:

C.3.11.1.1 Incorporation of all DDOT video feeds into the offeror's video management platform.

C.3.12 Video Management Platform Training

The Contractor shall provide suitable Video Management Platform Training for Administrators and Users and shall include at least the following: The contractor shall note that the number of training sessions stated in the CLINs are estimated number of sessions and that the contractor will be paid only for sessions ordered in writing by the District and conducted by the contractor.

C.3.12.1 Administrator and User training shall be certified for the video management platform.

C.3.12.2 Identification of recurring training requirements.

C.3.12.3 Identification of the price per Administrator training session for 5 attendees.

C.3.12.4 Identification of the price per User training session for varying session sizes of 5, 10, 15 and 20 attendees.

C.3.12.6 Included in the cost of training under CLINs 0008, 1001, and 2001, the Contractor shall provide a course syllabus for each recommended training course.

C.3.12.7 The training shall be held at a District government facility and made available within ninety (90) days of the date of beneficial use of the system. All training sessions shall be ordered by the COTR, to be conducted at an identified District facility and at specific times reasonably acceptable to Contractor and District.

C.3.13 Maintenance, Warranties & Technical Support

C.3.13.1 The Contractor shall provide its customary software and equipment warranties and describe those warranties in the proposal. At a minimum, Contractor shall provide equipment warranties and Maintenance and Technical Support (M&TS) for the base Contract year and their base year costs shall be included in the price of the Video Management Platform (CLIN 0003) and shall cover all equipment and software included in the Platform. The Contractor shall be responsible for all costs associated with replacement of faulty or damaged equipment. Contractor shall repair or replace out-of-order equipment within twenty-four (24) hours of notification.

C.3.13.2 In the event that the District exercises one or more option years, Contractor shall provide M&TS, including emergency services, pursuant to CLINs 1002 and 2002. Contractor shall install all software patches and/or bug fixes as part of the M&TS work in the base year (under CLIN 0003) and any option years.

C.3.13.3 The Contractor shall provide emergency services including, as a minimum, the following.

C.3.13.3.1 Maintenance and Technical Support shall include twenty-four (24) hour, seven (7) days a week Emergency Callbacks.

C.3.13.3.2 Outside normal working hours, Contractor shall provide telephone technical support with emergency service callbacks within one (1) hour of notification from the District to Contractor's emergency service number.

C.3.13.3.3 During normal working hours, Contractor shall provide on-site emergency service within four (4) hours of notification from the District.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant Contract shall be governed by clauses number five (5), Inspection of Supplies, and 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.

The District shall accept the integrated Video Management Platform and its Subsystems (CLIN 0003) after Contractor successfully completes acceptance testing and as otherwise prescribed in Section C.3.5.5, System Acceptance.

SECTION F DELIVERIES AND PERFORMANCE

F.1 Term of Contract

The term of the contract shall be for a period of one (1) year commencing upon the date of award by the District.

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 Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty-six (36) months.

F.3 Deliverables

F.3.1 Deliverable Video Management Platform

As prescribed in Section C.3, Contractor shall deliver under CLIN 0003, Integration of Video Management Platform, the Platform, including the Agency Subsystems under CLINs 0003AB-0003AE. Within six (6) months after award of the Contract, Contractor shall design, produce, install, integrate, test, deliver and tender to the District for acceptance the Platform, including all hardware and software comprising the Video Management Platform and its Subsystems. Contractor shall schedule the activities necessary to deliver the Platform and shall, in its discretion and according to Section C.3.5, establish the order of installation and testing among the Agency Subsystems.

F.3.2 Documentation Deliverables

Contractor shall include in the Platform CLIN (0003AA) all costs associated with Configuration Documentation and Manuals that are required by Section C.3.5.1 and with all other documentation required by Section C.3, except documentation included in separately-priced CLINS 0001 (System Design, etc.) and 0002 (Installation Plan).

Contractor shall deliver all documentation listed below in F.3.2 and all other documentation required by the Contract.

CLINs	Qty	Item Description	Delivery Form	Due Date	To Whom
0001AA	1	System Design in accordance with Sections C.3.1.25 and C.3.2.1	Softcopy	Within 8 weeks of Contract Award	COTR
0001AA	1	Project Schedule in accordance with Section C.3.2.5	Softcopy	Within 2 weeks of Contract Award	COTR
0001AA	1	Updated Project Schedule in accordance with Section C.3.2.5	Softcopy	Every 2 weeks after delivery of initial schedule	COTR
0001AA	1	Diagrams in accordance with Section C.3.2.6	Hardcopy & Softcopy	Within 4 weeks of Contract Award	COTR
0001AA	1	Diagrams in accordance with Section C.3.2.6	Hardcopy & Softcopy	2 weeks prior to Acceptance	COTR
0001AB	1	Project Management Plan in accordance with Section C.3.3 thru C.3.3.4.10	Softcopy	Within 2 weeks of Contract Award	COTR
0001AC	1	Quality Assurance Plan in accordance with Section C.3.3.5	Softcopy	Within 2 weeks of Contract Award	COTR
0001AD	1	Project Status Report in accordance with Section C.3.3.6.1	Softcopy	Weekly upon contract award	COTR
0001AD	1	Project Plan in accordance with Section C.3.3.6.2	Softcopy	Within 2 weeks of contract award and biweekly updates	COTR
0001AD	1	Errors, Omissions and Change Orders in accordance with Section C.3.3.6.3	Softcopy	Within 1 week of notice	COTR
0001AD	1	Platform -Wide Architecture in accordance with Section C.3.3.6.4	Softcopy	Within 6 weeks of contract award and updates 1 week of change	COTR

0001AD	1	Security Architecture in accordance with Section C.3.3.6.5	Softcopy	Within 6 weeks of contract award and updates 1 week of change	COTR
0001AD	1	Enterprise Application Integration in accordance with Section C.3.3.6.6	Softcopy	Within 6 weeks of contract award and updates 1 week of change	COTR
0001AD	1	Integration Schedule/Plan in accordance with Section C.3.3.6.7	Softcopy	Within 6 weeks of contract award and updates 1 week of change	COTR
0007AA	1	Software Development Kit – SDK and Kit documentation in accordance with Section C.3.6	Softcopies on CD	Within 3 months of contract award	COTR
0002AA	1	System Installation Plan in accordance with Section C.3.4.2	Softcopy	2 weeks prior to Integration	COTR
0003AA	1	System Acceptance Test Plan in accordance with Section C.3.5 thru C.3.5.6	Softcopy	2 weeks prior to Integration	COTR
0006AA	1	System Acceptance Test Report (ATR) in accordance with Section C.3.5.2, C.3.5.3 and C.3.5.4	Softcopy	2 weeks prior to Acceptance	COTR
0006AB	1	DCPS Subsystem Test Report (TR) in accordance with Sections C.3.5.2 through C.3.5.4	Softcopy	2 weeks prior to Integration	COTR
0006AC	1	PSD Subsystem Test Report (TR) in accordance with Sections C.3.5.2 through C.3.5.4	Softcopy	2 weeks prior to Integration	COTR
0006AD	1	MPD Subsystem Test Report (TR) in accordance with Sections C.3.5.2 through C.3.5.4	Softcopy	2 weeks prior to Integration	COTR
0006AE	1	DDOT Subsystem Test Report (TR) in accordance with Sections C.3.5.2 through C.3.5.4	Softcopy	2 weeks prior to Integration	COTR
0008	1 Per Session	Training Sessions (Administrators and Users) - Video Management Platform in accordance with Section C.3.12	Services: On-Site Materials: Hardcopy & Softcopy	Within 2 weeks after Agency integration	COTR
0005AA	1	HSEMA preliminary documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 2 weeks prior to Agency test	COTR

0005AB	1	DCPS Subsystem preliminary documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 2 weeks prior to Agency test	COTR
0005AC	1	PSD Subsystem preliminary documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 2 weeks prior to Agency test	COTR
0005AD	1	MPD Subsystem preliminary documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 2 weeks prior to Agency test	COTR
0005AE	1	DDOT Subsystem preliminary documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 2 weeks prior to Agency test	COTR
0005AF	1	HSEMA final documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 3 weeks after Agency test	COTR
0005AG	1	DCPS Subsystem final documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 3 weeks after Agency test	COTR
0005AH	1	PSD Subsystem final documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 3 weeks after Agency test	COTR
0005AI	1	MPD Subsystem final documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 3 weeks after Agency test	COTR
0005AJ	1	DDOT Subsystem final documentation and manuals in accordance with Section C.3.5.1	Softcopy	Within 3 weeks after Agency test	COTR

SECTION G: CONTRACT ADMINISTRATION DATA**G.1 INVOICE PAYMENT**

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as 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:

Ashraf El-Khatib
District of Columbia HSEMA & OUC
2720 Martin Luther King Ave, Jr. SE, 3rd Floor
Washington, DC 20032
Email: ashraf.el-khatib@dc.gov
Desk: 202-730-0519

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT AND PROGRESS PAYMENTS

G.4.1 Payment for Unified Video Management Platform (System) and associated CLINs.

Upon delivery and acceptance by the District according to the terms of the Contract and Contractor submission of a proper invoice, Contractor shall be paid, the stated prices for each of the separate CLINs in Section B, Price Schedule. Subject to G.4.2, Progress Payments, Contractor shall be paid for integration and delivery of the System (CLIN 0003AA, which includes CLINs 0003AB-0003AE), upon acceptance by the District of the System as prescribed in Section C.3.5.5. [

G.4.2 Progress Payments for Platform Subsystems (CLINs 0003AB-0003AE).

Contractor shall be provided progress payments under CLIN 0003AA for Platform Subsystems as follows. Upon District approval of a Subsystem Test Report (C.3.5.4) and Contractor submission of a proper invoice, Contractor shall be provided the following progress payment for the Subsystem, but any progress payments made shall be subject to repayment by Contractor unless Contractor delivers and the District accepts the System (CLIN 0003AA) pursuant to the Contract:

<u>Progress Payments</u>	Amount of Payment (% of CLIN 0003AA)
DCPS Subsystem (CLIN 0003AB)	25 %
PSD Subsystem (CLIN 0003AC)	15 %
MPD Subsystem (CLIN 0003AD)	10 %
DDOT Subsystem (CLIN 0003AE)	10 %

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE**G.6.1 Interest Penalties to Contractors**

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

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

G.6.2.2 The Contractor must pay any 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.6.3 Flow Down Requirement for Subcontracts

The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any lower-tier subcontractors or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

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 (OCTO)
441 - 4th Street, N.W., 9th Floor
Washington, DC 20001
202/724-3959 Office
202/727-1679 Fax
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 Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

The COTR for this contract is:

Joshua Jack
HSEMA
2720 Martin Luther King Ave, Jr. SE, 2nd Floor
Washington, DC 20032
Desk: 202.481.3030
joshua.jack@dc.gov

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may

also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

- G.9.4** The Contracting Officer's Technical Representative (COTR), unless the representative expressly assigns a designee, is responsible for oversight and acceptance on all matters pertaining to the contract performance, other than those reserved to the Contracting Officer.
- G.9.5** The District reserves the right to interview and otherwise verify qualifications of proposed contractor staff and reject any proposed candidates who do not meet District's requirements. Candidate Consultant expertise and relevant background and skills is the primary consideration.
- G.9.6** Contractor acknowledges that the District may direct the contractor to remove any contractor staff that the District finds unacceptable, and the contractor shall immediately remove (and replace with new individual satisfactory to the District, if requested) such personnel. Contractor shall notify the District no less than 30 days in advance of any proposed change in personnel associated with this contract. The District reserves the right to review, interview and/or approve any proposed replacement candidates.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

H.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination (*No. 2005-2103, Revision No 6, 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

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any

record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were

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

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

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

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

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

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;

- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

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

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

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

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

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

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine

whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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

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

H.6 PROTECTION OF PROPERTY:

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

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

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

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

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

H.9 CONTRACTOR RESPONSIBILITIES

H.9.1 OWNERSHIP AND DELIVERY OF WORK PRODUCT – INSTRUCTIONS FROM COTR

The Contractor shall follow the procedures and requirements of the Contract, and additional instructions that the District COTR may provide in implementation of the Contract provisions. During performance under this contract and/or at completion of work, the Contractor shall provide

orderly hand-over of work products and deliverables to the District COTR, including all documentation, electronic or otherwise, created during performance of the contract. All work product produced under the contract is at all times the property of the District.

H.9.2 In addition, the Contractor shall:

H.9.2.1 Ensure that all installation and testing work is performed on District premises, unless otherwise approved in writing by the COTR;

H.9.2.2 Be specifically responsible for assuring that personnel have high end laptops with Window XP Professional and necessary communications equipment. Unless otherwise specified, Contractor staff shall work onsite at the designated District site during normal business hours. TRAVEL IS NOT REIMBURSABLE; IT MUST BE INCLUDED IN THE HOURLY RATES AND CLIN PRICES.

H.9.2.3 The Contractor must request and the COTR must approve in advance and in writing any work on District sites that is outside the normal work hours.

H.9.2.4 Collect and document project constraints for cost, schedule, and quality. Obtain approval from the Contracting Officer for proposed scope changes as provided in Section G.8 and SCP 15, Changes.

H.9.2.5 Throughout the performance of the Contract, coordinate with the COTR all necessary contacts with and information requests to or from other District employees and other consultants/Contractors employed by the District.

H.9.2.6 Provide sufficient support after submission of deliverables and work products, as necessary to clarify the contents of deliverables to the District and to make necessary corrections.

H.9.2.7 Develop, obtain approval for, and execute the quality control plan required by Section C.3.3.5. Provide periodic senior management supervision of the work in this contract in order to provide quality control of the Contractor's work. Report findings to District representative with proposed actions. Provide this service at least every two weeks during the terms of the contract.

H.9.2.8 Continuously monitor the status of Contractor's work hereunder and update status, providing District management timely information regarding possible problems and proposed action required to mitigate such problems.

- H.9.2.9** Prepare and present weekly reports, throughout the performance of the Contractor's work, setting out current and upcoming activities, decisions required, and issues of concern.
- H.9.2.10** Provide reporting and communications in forms and numbers of copies requested by the COTR unless otherwise provided in the Contract.
- H.9.2.11** **ADVISORY AND ASSISTANCE SERVICES**
The contract is a "non-personal services contract". It is therefore, understood and agreed that the Contractor and/or the Contractor's employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.
- H.10 - WAY TO WORK AMENDMENT ACT OF 2006**
- H.10.1** Except as described in Section H.10.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.
- H.10.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov
- H.10.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.10.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov
- H.10.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.2.5 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.2.5 in a conspicuous place in its place of business. Contractor shall

include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.10.6 Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.

H.10.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-301 *et seq.*

H.10.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006.
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section

501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

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

(10) Contracts or other agreements between MCOs and the Health Care Safety Net Administration or MAA to provide health services.

H.10.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated 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 subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS.

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

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

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 limits per occurrence; 2,000,000 per aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

- (c). Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned

motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

- (d) Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

- (e) Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 _____ per occurrence, with the District of Columbia as an additional insured.

- (f) Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

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

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

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

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency or conflict in the Contract provisions shall be resolved by giving precedence in the following order: Supplies or Services and Price (Section B), Specifications/Work Statement (Section C), Special Contract Requirements (Section H), Payment provisions in Section G.4, the Contract Clauses (Section I), Sections D-G, the Contractor's Proposal, and the SCPs.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 CONTINUITY OF SERVICES

I.12.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruptions and that, upon contract expiration or termination, at the District's option, a successor, either the District or another contractor may continue to provide these services. Both parties will negotiate the price in conjunction with the negotiation and approval of the transition plan. To that end, the Contractor agrees to:

I.12.1.1 Furnish phase-out, phase-in (transition) training to the District-designated successor ; and

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

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

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

I.12.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall submit with its transition plan a transition plan pricing proposal for negotiation under the contract's changes clause, SCP 15.

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

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination *No. 2005-2103, Revision No 6, May 29, 2008*

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.*)

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

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Cost/Price Data Package

J.2.5 Living Wage Act Fact Sheet and Living Wage Act Notice

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to

subparagraphs (a)(1) through (a)(3) above; or

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

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

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

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

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

K.7 TAX CERTIFICATION

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

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(s) whose offer(s) 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

L.2.1 One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Five (5) electronic CD in Microsoft or Adobe format shall also be provided. 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-0106 for Video Interoperability for Public Safety"

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

Technical Proposals shall include a table of contents with a detailed listing of information presented in the contractor's proposal and each page shall be numbered.

Proposals shall be organized and presented in the following three (3) separate sections:

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

L.2.1.1 Technical Proposal

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

L.2.1.2 Section 1 – Technical Solution and Knowledge

The Offeror's proposal shall:

- a) Include a description of the proposed work to be performed that meets the technical and functional requirements in Section C;
- b) Include a list of other Public Safety agencies or commercial wireless carriers where the offeror has completed similar work in the Washington DC metro area or nationwide in the United States;
- c) Include an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- d) Include staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Include position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledge and assign the responsibilities to perform the requirements among the offeror's proposed staff. Include the offeror's staff information, including resumes, certificates and position descriptions that are consistent with the information presented in the offeror's organizational chart;
- e) Include details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;
- f) Describe techniques, processes and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed technical solution perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to deliver the requirements. Include evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and

on-going initiatives to improve the offeror's performance of the requirements;

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

L.2.1.3 Section 2 – Past Performance: Offeror shall complete and submit with proposal, the Experience Questionnaire (Attachment J.2.7) for all similar contracts completed during the past three (3) years with other Public Safety agencies in the United States and in the Washington, DC metro area.

L.2.1.4 Section 3 – Attachments: Offeror shall provide in this section the following documents and pertinent information:

- A. Solicitation, Offer and Award form;
- B. Attachments J.2.1, J.2.2, J.2.3, J.2.4, J.2.5, J.2.6, J.2.7 of this solicitation;
- C. Representations and certifications and other statements of the offeror in Section K shall be completed and signed;
- D. Legal status of offeror as specified in Section L.17; and
- E. Other pertinent information.

L.2.2 Price Proposal

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

L.2.2.1 The RFP Response shall not be exceed seventy-five (75) pages in length, excluding cover pages, table of contents, detailed drawings/diagrams, technical specifications, marketing materials, company background materials, technical qualifications, resumes and experience; all of which shall be separated from the RFP Response and referenced in the Appendix.

L.2.3 How to Respond

Proposals shall be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet the requirements of this solicitation. The details of the Offeror's proposal are to be provided in the following format:

L.2.3.2 Executive Summary: The Executive Summary shall include a description of the approach, risks, and assumptions made by the Offeror and shall mention the total cost and estimated implementation schedule for deploying its proposed solution.

L.2.3.3 Experience and Qualifications: The Offeror shall identify other clients where the Offeror has installed the proposed video management platform and with a similar scope of work. The Offeror shall provide contact information for these previous clients including client name, address, contact person, phone number, email address, period work was performed, and scope of work performed.

L.2.3.4 Litigation/Early Termination: The Offeror shall list any litigation pending and/or engagements that have been terminated prior to normal contract expiration in the past five (5) years. The Offeror shall include the client, address, contact person, phone number, and an explanation of the reasons for the litigation or early termination.

L.2.3.5 Proposed Solution: The Offeror shall provide their methodology and project plan, describing the overall timeline for implementing proposed video management platform.

L.2.3.5.1 The Offeror shall describe the proposed solution including hardware software and labor requirements for the integration of all CLIN items.

L.2.3.5.2 The Offeror shall describe their approaches, tools, and/or methodology regarding the integration with legacy systems or applications (e.g. Application Programming Interfaces (APIs), web services, XML, etc.).

L.2.3.5.3 The Offeror shall provide a list of risks associated with the implementation of the proposed video management platform.

L.2.3.5.4 The Offeror shall provide a list of all devices supported by the proposed video management platform to include specific model designation and/or firmware versions. The list shall additionally identify devices that support for is currently under development and a schedule for their release.

L.2.3.5.5 The Offeror shall provide a list of all video analytic tools currently integrated into the proposed video management platform. The list shall additionally identify analytics currently under development and a schedule for their release.

L.2.3.5.6 The Offeror shall fully outline the Maintenance and Technical Support service level agreement recommended to support the proposed video management platform.

L.2.3.5.7 The Offeror shall fully outline the software and equipment warranties of the proposed video management platform.

L.2.3.5.8 **Detailed Requirements Response:** The Offeror shall provide a response to each requirement point identified in Section C of this document. For each requirement, the Offeror shall indicate if the requirement is fulfilled by the Offeror's standard system or if customization will be required. If customization is required, the Offeror shall include the cost of customizing the standard system to meet the requirement for each requirement. The offeror shall indicate their understanding and compliance by:

L.2.3.5.9 **Compliance:** Indicating either: "Compliant", "Shall be Compliant", "Non-Compliant" or "Partially Compliant" to each requirement. Each requirement shall be accompanied by a detailed explanation or documentation indicating the level of compliance to the requirement.

L.2.3.5.10 **Past Performance:** The offeror shall submit a summary of experience performing similar projects successfully (in terms of the diversity of systems integrated and the number of cameras) within the past five (5) years; acceptable minimum of two (2). Submissions made without the appropriate description of similar projects will be deemed non-responsive. Provide the information that has been directed by requirement or provide a detailed explanation as to why the information requested cannot be provided;

L.2.3.6 **Deployment:** The Offeror shall describe the process of deploying and implementing the video management platform. Offeror shall include a timeline, number and type of resources required. The Offeror shall also describe travel and accommodation expenses (if any).

L.2.3.7 **Additional Hardware and/or Software :** The Offeror shall list all software applications, servers and associated hardware that the District would be required to purchase in order to successfully deploy the Offeror's solution (e.g. reporting software or middleware). This is not required if the Offeror is proposing a Software as a Service (SAAS) solution.

L.2.3.8 **Testing:** The Offeror shall provide a detailed conceptual test plan that provides roles, responsibilities and scheduled for all foreseeable testing requirements. The Offeror shall include an estimated timeline and cost.

L.2.3.9 **Training:** The Offeror shall describe the strategy to be used to train the end users and administrators. The Offeror shall include a timeline and cost for each type of user.

L.2.3.10 End-User and Administrator User Guides: The Offer shall indicate in their response whether the Offeror plans on delivering “generic” documentation or if the Offeror will tailor the manuals to match the District’s workflow and jargon. The Offeror shall include a timeline and cost of this documentation.

L.2.3.11 Support: The Offeror shall describe their support methodology (on-site, phone, web, FAQs, etc.).

L.2.3.12 Price/Cost: Offeror shall submit pricing in accordance with Section B. Price/cost breakdown shall be provided as stated in the Cost/Price Data Package at Attachment J.2.5.

L.2.3.13 Demonstration: Offeror shall indicate the hardware and connectivity necessary for the successful demonstration of their solution.

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

L.3.1 Proposal Submission

Proposals must be submitted no later than **2:00pm, Friday, September 9, 2009**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **fifteen (15)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **fifteen (15)** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.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, (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 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are

subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The 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.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

In addition to other proposal submission requirements, the 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.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to award of a contract. Evidence shall be submitted to:

Kenneth Morrow, Contracting Officer
Office of Contracting and Procurement (OCTO)
441 - 4th Street, N.W., 9th Floor
Washington, DC 20001
202/727-3959 Office /202/727-1679 fax [/kenneth.morrow@dc.gov](mailto:kenneth.morrow@dc.gov)

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the

District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

L.18.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18.2 Offerors which elect to contract District agencies listed in RFP section C.2 or to contact CCTV contractors with those agencies, in order to obtain interface information deemed necessary to prepare proposals, must coordinate all such contacts in advance with the COTR identified in RFP Section G.9.

L.19 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

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

L.20 PREPROPOSAL CONFERENCE / QUESTIONS

A pre-proposal conference will be held at 10 AM, Tuesday, August 25, 2009 at 441 4TH Street, NW, Ste 1100, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District'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. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.20.1 Offerors are requested to review this solicitation as soon as possible upon receipt. If a offerors has any questions regarding the solicitation which require an answer from the issuing officer, these questions shall be submitted, in writing, referencing section and paragraph of the solicitation, to the Contracting Officer; Kenneth Morrow, Office of Contracting and Procurement (OCTO), 441 - 4th Street, N.W., 9th Floor, Washington, DC 20001. Questions submitted by facsimile are acceptable: send to 202/727-1679. Attention: Kenneth Morrow, Contracting Officer, or by email. kenneth.morrow@dc.gov. **All questions must be submitted by 2 PM, August 20, 2009. Questions received on or before August 17, 2009 will be answered at the pre-proposal conference.**

L.21 OFFEROR PRESENTATION AND DEMONSTRATIONS

As part of the RFP evaluation, Offerors which the District determines to be in the competitive range shall provide a presentation and a demonstration (Demonstration) of their proposed solution for the video management system.

- a) All presentations and demonstrations will be at the District offices. Exceptions may only be granted if the offeror can prove that “unique” functionality can only be viewed in an in-situ setting.
- b) The offeror shall not demonstrate any item they are not capable of delivering within the term and budget of this program;
- c) All costs incurred for the Demonstration shall be borne by the Offeror.

L.22 KEY PERSONNEL

L.22.1 The District considers the following positions to be key personnel for this contract:

- a) Project Manager (or equivalent)
- b) Network Architect (or equivalent)
- c) Video Management Platform Integrator (or equivalent)

L.22.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. [The hours that each will devote to the contract shall be provided in total and broken down by task.]

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

For example, if a sub factor has a point evaluation of 0 to 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 TECHNICAL EVALUATION CRITERIA

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

M.3.1 Technical Factor: Quality of Proposed Solution (45 points)

The offeror's technical approach should reflect a clear understanding of the project's requirements and the technical features requested. Additionally, the offeror shall discuss the methodology and approach for developing the project schedule and highlight the risks and pitfalls associated with achieving a specification-compliant level of performance.

M.3.1.1 The experience performing similar projects (*Past Performance*) in scope and size (10 point);

M.3.1.2 How the proposed plan will allow to achieve the objectives stated in this RFP (15 points);

M.3.1.3 Ease of interoperable between different video management systems along with the vision for evolution for the proposed platform. (10 points);

M.3.1.4 The flexibility and aggressive of the proposed implementation schedule (5 points);

M.3.1.5 The experience and technical background of key personnel performing similar projects in scope and size (5 points).

M.3.2 Evaluation Factor: Quality of Solution (15 points)

This criterion shall be based upon the quality of the offeror's RFP response:

M.3.2.1 The completeness and accuracy of the offeror's response to Section C (5 points).

M.3.2.2 The completeness and accuracy of the offeror's response to Section F (5 points).

M.3.2.3 The completeness and accuracy of the offeror's response to general information as requested by the RFP, ex. Section L (5 points).

M.3.3 Video Management Demonstration (15 points)

Offerors which the District determines to be in the competitive range shall demonstrate their proposed solution as specified in RFP Section L.21 and this section. The District will provide a complete outline of the demonstration process along with the announcement of the offerors in the competitive range. The proposed Video Management Platform and its user interface will be ranked on the following features:

- M.3.3.1 The ability of the video management platform to perform the day-to-day functions in the most efficient manner (8 points).
- M.3.3.2 The capability of the platform to be adapted to the future needs of the District Agencies (3 points).
- M.3.3.3 Ease of use for administrators and end-users (4 points).

M.4 PRICE CRITERION (25 points)

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{Weight (25)} = \text{Evaluated price score}$$

M.5 PREFERENCES (12 points)

Preference Points (0-12) for Local, Small, and Disadvantaged Business Enterprises (LSDBEs)

- Small Business Enterprise (SBE) 3 points
- Resident-Owned Business (ROB) 5 points
- Longtime Resident Business (LRB) 10 points
- Local Business Enterprise (LBE) 2 points
- Business located in Enterprise Zone (DZE) 2 points
- Disadvantaged Business Enterprise (DBE) 2 points

M.6 TOTAL (112 points)

The maximum total preference to which a certified business enterprise is entitled for this procurement is twelve (12) points

M.7 EVALUATION OF OPTION YEARS

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

M.8. PREFERENCE FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from

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

M.8.1 **Subcontracting Requirements**

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

M.8.1.1 At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

M.8.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph **M.8.1.1**, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.8.2 **Application of Preferences**

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

M.8.2.1 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.8.2.2 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.8.2.3 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.8.2.4 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.8.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.8.2.6 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.8.3 **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.8.4 **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.8.5 **Vendor Submission for Preferences**

M.8.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.8.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.8.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.8.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.8.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.8.6 **Subcontracting Plan**

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.8.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.8.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.8.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.8.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.8.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.8.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.8.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.8.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

- M.8.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.8.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.8.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.8.7 **Compliance Reports**

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

- M.8.7.1** The dollar amount of the contract or procurement;
- M.8.7.2** A brief description of the goods procured or the services contracted for;
- M.8.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.8.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.8.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.8.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and
- M.8.7.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.
- M.8.8** **Enforcement and Penalties for Breach of Subcontracting Plan**
- M.8.8.1** If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the

requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.8.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.