AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract Number	Page of Pages
		1

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
DCTO-2010-R-0028-A02	1/29/2010		Electronic Poll Books

6. Issued By: Code	7. Administered By (If other than line 6)
Office of Conracting and Procurement Information Technology Group 441 4th Street NW, Suite 700S Washington, DC 20001	

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		
	(X)	9A. Amendment of Solicitation No. DCTO-2010-R-0028
		9B. Dated (See Item 11) 13-Jan-10
		10A. Modification of Contract/Order No.
		10B. Dated (See Item 13)
Code	Facility	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [x] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

DELETE: Solicitation No. RFP No. DCTO-2010-R-0028, Pages 1-45 in its entirety.

REPLACE: Solicitation No. RFP No. DCTO-2010-R-0028, Pages 1-50 attached.

SEE ATTACHED QUESTIONS & ANSWERS ATTACHMENT B

THE DATE AND TIME FOR RECEIVING PROPOSALS REMAINS THE SAME FEBRUARY 11, 2010, 2:00 P.M.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Kenneth Morrow	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia (Signature of Contracting Officer)	16C. Date Signed 1-29-10

SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages
ELECTRONIC POLL BOOKS	1 / 50

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCTO-2010-R-0028	[ ] Sealed Bid (IFB) [X] Sealed Proposals (RFP) [ ] Sole Source [ ] Human Care Agreements [ ] Emergency	1/13/2010	[x] Open [ ] Set Aside [ ] Open with Sub-Contracting Set Aside

7. Issued By:
Office of Contracting and Procurement
Information Technology Group
441 4th Street N.W., Suite 700 South
Washington, DC 20001

8. Address Offer to:
Office of Contracting and Procurement
441 4th Street N.W., Suite 703 South, 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 441 - 4th Street, NW, Washington, DC - Rm 703South until 2:00 p.m. EDT (Hour) local time 3-Feb-10 (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	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Ms. Priscilla Mack	202	724-5236		priscilla.mack@dc.gov

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	20 thru 24
X	B	Supplies or Services and Price/Cost	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	Specifications/Work Statement	3 thru 6	X	J	List of Attachments	25
x	D	Packaging and Marking	7			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	Inspection and Acceptance	8				
X	F	Deliveries or Performance	9	X	K	Representations, certifications and other statements of offerors	26 thru 29
X	G	Contract Administration Data	10 thru 14	X	L	Instructions, conditions & notices to offerors	30 thru 36
X	H	Special Contract Requirements	15 thru 19	X	M	Evaluation factors for award	37 thru 45

OFFER

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

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

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

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

15B. Telephone (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
			[ ]		

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
John P. Varghese		

Government of the District of Columbia — Office of Contracting & Procurement

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District of Columbia Board Elections and Ethics (DCBOEE) has a need to purchase Electronic Poll Books.

B.2 The District contemplates award of a firm fixed price contract.

B.3 OPEN MARKET SOLICITATION (SUPPLIES & SERVICES)

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.4.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder intends to subcontract in accordance with the provisions of section M.4.1, but fails to submit a subcontracting plan with its proposal.

B.4 PRICE SCHEDULE

B.4.1 BASE PERIOD – DATE OF AWARD THROUGH DECEMBER 31, 2010

The Contractor shall set forth its prices in the chart below.

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CLIN 0001	Electronic Poll Books with software and case	700	Ea.		
CLIN 0002	Warranty	1	Year		
				TOTAL	

B.4.2 OPTION PERIOD 1 – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CLIN 1001	Extended warranty, maintenance, upgrades and support for electronic poll books, hardware (HW) and software (SW) - The contractor shall repair or replace any hardware, equipment and software that are not fully and properly performing as required under the contract. The contractor represents and warrants that it is not currently bound by any agreements, restriction or obligations, nor will the contractor assume any such obligations of restrictions, which would negatively affect the performance or service to DCBOEE. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.	1	Year		
				TOTAL	

B.4.3 OPTION PERIOD 2 – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CLIN 2001	Extended warranty, maintenance, upgrades and support for electronic poll books, hardware (HW) and software (SW) - The contractor shall repair or replace any hardware, equipment and software that are not fully and properly performing as required under the contract. The contractor represents and warrants that it is not currently bound by any agreements, restriction or obligations, nor will the contractor assume any such obligations of restrictions, which would negatively affect the performance or service to DCBOEE. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.	1	Year		
				TOTAL	

B.4.4 OPTION PERIOD 3 – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CLIN 3001	Extended warranty, maintenance, upgrades and support for electronic poll books, hardware (HW) and software (SW) - The contractor shall repair or replace any hardware, equipment and software that are not fully and properly performing as required under the contract. The contractor represents and warrants that it is not currently bound by any agreements, restriction or obligations, nor will the contractor assume any such obligations of restrictions, which would negatively affect the performance or service to DCBOEE. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.	1	Year		
				TOTAL	

B.4.2 OPTION PERIOD 4 – THE PERIOD OF PERFORMANCE SHALL BE ONE YEAR

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
CLIN 4001	Extended warranty, maintenance, upgrades and support for electronic poll books, hardware (HW) and software (SW) - The contractor shall repair or replace any hardware, equipment and software that are not fully and properly performing as required under the contract. The contractor represents and warrants that it is not currently bound by any agreements, restriction or obligations, nor will the contractor assume any such obligations of restrictions, which would negatively affect the performance or service to DCBOEE. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.	1	Year		
				TOTAL	

SECTION C: STATEMENT OF WORK

C.1. SCOPE:

The District of Columbia Government, Office of Contracting and Procurement (OCP), on behalf of the Board of Elections and Ethics, has a need to procure 700 electronic poll books with any component packaged in one complete unit for ease of operation, set-up and transportation.

The undertaking of this activity will: (1) improve poll site efficiency by replacing traditional paper poll books with electronic poll books, thus enhancing the speed at which voters are checked in and processed at the polling locations; (2) allow a faster determination of voter counts for periodic status calls; (3) allow for faster upload of voter history to the master voter registration database, and (4) support same-day registration, early voting and vote centers.

C.1.1 Definitions

Check-In Clerk – the poll worker with responsibility for checking a voter's name against the list of registered voters provided at the polling place.

Electronic Voting System – (also called Direct Recording Electronic voting machines or "DREs") a voting system that combines the vote recording and vote tallying functions into one machine that operates much like a touch screen ATM machine. Voters are directed on how to record and cast their votes with screen prompts. The machines purchased by the BOEE allow voters with disabilities to vote independently using a special audio feature.

Help America Vote Act of 2002 (HAVA) – a federal law that required changes to voter registration and precinct operations in all 50 states and territories including the District of Columbia. At the precinct level, these changes include accessible voting machines for voters with disabilities, provisional ballots, that the Board calls "Special Ballots", and identification requirements for certain voters who register by mail.

Optical/Digital Scan Voting System – a voting system that requires voters to record their votes by filling out a paper ballot that is read by an optical/digital scanner. The scanner, located in the precinct, will reject ballots that are over-voted thus giving the voter an opportunity to correct their ballot. In-precinct scanners also tally the votes in real-time, giving election official's immediate results at the end of Election Day.

Poll worker – a District of Columbia citizen volunteer who receives training from the Board of Elections and Ethics works at the polling place on Election Day and is paid a minimal stipend for their services.

Precinct Captain – the manager of a polling place supervising all of the poll workers in a precinct.

C.2 BACKGROUND:

Currently, the DCBOEE prints a poll book for each precinct prior to each election. This poll book contains all voters registered in the specific precinct by the close of registration. These names reflect all registered voters whether active or inactive, including first time voters needing to satisfy the ID requirement. Each poll book is prepared with alpha breaks prior to shipping to the polling place.

After the election, the paper poll books are returned to the main office, so that voting history can be applied to each voter who signed the poll book. Each staff member is given a poll book and must manually scan in each poll book, scanning the bar code under the voter's name to update the voter's history. Because it is done manually, this process is time-consuming and error-prone.

The procurement of electronic poll books will provide the DCBOEE with benefits including the following:

- Faster Check In
- Quicker voter redirection. In the event a voter is at the wrong polling place, they can be redirected quickly because the data will be contained in the system
- No manual voter history scanning
- Reduction of human error associated with looking up a voter in a paper poll book
- Easier status checks regarding whether a voter has already voted absentee
- The ability to network multiple voting sites to allow voters to cast ballots at a choice of vote centers during early voting.

C.3 REQUIREMENTS

C.3.1. Scheduled Election

The DCBOEE will be conducting two (2) scheduled elections during the calendar year 2010. The contractor shall provide all electronic poll books equipment, software and support necessary to complete these elections.

Election	Election Date
Primary Election	Tuesday, September 14, 2010
General Election	Tuesday, November 2, 2010

The Contractor shall provide the Electronic Poll books in accordance with the delivery schedule set forth in section F.2 and in time for the Primary and General Elections of 2010.

C.3.2 Electronic Poll Books shall:

C.3.2.1 Be for easily used and operated by a novice;
C.3.2.2 Provide the ability to look up voters by any combination of last name, first name, date of birth, social security number, voter identification number or any variation combination of the above criteria;
C.3.2.3 Provide the capability for Elections personnel to create and upload an extract of the District's Voter Registration Database into the Electronic Poll Books;
C.3.2.4 Have the capability to assign the Electronic Poll Book to a specific Precinct;
C.3.2.5 Display whether the voter has voted "in-person absentee," "mail-in absentee" and/or provisional ballot;
C.3.2.6 Verify the eligibility of the voter for a specific election;
C.3.2.7 Identify who has voted in a specific election;
C.3.2.8 Be capable of real time synchronization in a network connectivity environment;
C.3.2.9 Be able to add and update a voter's name, address, and party affiliation on the electronic poll book;
C.3.2.10 Be capable of capturing voter signature;
C.3.2.11 Be capable of reading a barcode;
C.3.2.12 Display the voter's status, (i.e. active, inactive);
C.3.2.13 Provide the ability to look up addresses by any combination of street number, street name, and zip code;
C.3.2.14 Store Voter History for easy upload to the Voter Registration System;
C.3.2.15 Provide a variety of reports including but not limited to reports regarding voter turnout, voter history, party turnout and
election specific data;
C.3.2.16 Have the capability to store data in encrypted format using 128-bit encryption to secure the data;
C.3.2.17 Be capable of requiring password entry for authorized users;
C.3.2.18 Have secure tamper proof cases for transport and storage;
C.3.2.19 Be designed for fail-safe operation by providing redundant storage in event of malfunction;
C.3.2.20 Provide battery backup in event of power failures;
C.3.2.21 Be able to withstand frequent loading and unloading, and robust handling during election set up and break down without damage to internal circuitry;
C.3.2.22 Be able to generate system audit log reports consisting of program operations and event logs; and
C.3.2.23 have the ability to print a voter authorization card and address
and location of a precinct to which a voter is being sent.

C.3.3 Services

The successful offeror shall provide the services necessary to launch the system and prepare users to operate the system comfortably. These services should include, but are not limited to the following:

C.3.3.1 **Implementation:**

C.3.3.1.1 The successful offeror shall provide on-site programming to ensure the functionality, consistency and accuracy of the system.

C.3.3.1.2 The successful offeror shall install and configure the software and hardware in conjunction with the electronic poll book application software. During the course of implementation, the successful offeror should be able to extract data from the Board's Voter Registration system, integrate the data with the electronic poll book application, and update voter history.

C.3.3.1.3 The successful offeror should assist the Board's staff in implementing a smooth, seamless roll out of the new technology at the Board's office, early vote sites and polling places.

C.3.3.1.4 The implementation planning should also include analyzing the application for the electronic poll book; reviewing the data requirements; process planning; and providing a demonstration of the complete set-up of the system in an election environment.

C.3.3.1.5 **Implementation Timeline-September 14, 2010 Primary Election**

Deliverables	**Responsible Party**	**Due Date**
Tentative Contract Award	BOEE/OCP	May 1, 2010
Delivery and Installation	Vendor	May 1-15, 2010
Acceptance Testing	BOEE/Vendor	May 15-30, 2010
Training – Election Support	BOEE/Vendor	June 1-June 16, 2010
Internal Testing & Maintenance (mock election)	BOEE/Vendor	June 17-June 30, 2010
Pre-Logic and Accuracy Test	BOEE/Vendor	July 01-July 15, 2010
Uploading of Voter roll by precinct assignment	BOEE/Vendor	July 15-July 31, 2010
In-Person Absentee Begins	BOEE/Vendor	August 30-September 13, 2010
Early Voting begins	BOEE/Vendor	September 7- September 11, 2010
Election Day	BOEE/Vendor	September 14, 2010

C.3.4 Training:

C.3.4.1 The offeror shall be responsible for preparation of training materials, conduct of training, and in meeting the Board's training schedule. Intensive training shall be provided to key Board staff to cover all aspects of electronic poll book operation including troubleshooting. The offeror shall assist in integrating the new electronic pollbooks into its current pollworker training program content and format. The offeror shall assist in the development of training materials and will train the trainers. The successful offeror will provide on-site training assistance to individual trainers as needed or until they become proficient at training on the electronic poll book.

C.3.4.1.1 On-site support and training shall be provided for the first two elections in 2010 in which the Board uses electronic poll books. Subsequent on-site support and on-site training will be optional for a period of two election cycles.

C.3.5 Support:

C.3.5.1.1 The offeror shall provide administrative and technical support as required to facilitate the installation, integration and activation of all hardware and software components of the electronic poll book system. The offeror shall provide sufficient number of on-site and off-site technical and operational support for the District before, on, and after Election Day for acceptance testing, preventive maintenance, logic and accuracy test, volume test, and official observer test, if necessary.

C.3.5.1.2 The offeror shall provide all materials and services required to operate and maintain the system during the period of performance before, on and after each election. The logistical support materials shall include the following documentation: system hardware specification; system performance and design requirements; applicable design standards and compatibility requirements; equipment interface requirements; and description of system operating environment. A system operations manual, describing the system's hardware and software components, operational features, and work flow diagram and procedures should be made available to DCBOEE.

C.3.5 System Upgrades/License Fee:

The offeror shall provide any standard upgrades or assist with upgrades due to a change in the Board's resources or voting process. The license support fee shall provide for hardware and software product releases for future upgrades due to changes in federal and local requirements. The offeror shall alert the Board of any "patches" in conjunction with the application and operating system updates. The software product shall include annual license fee for maintenance, support and updates during election cycle

C.3.5 Warranty

1. A minimum of a one (1) year warranty shall be provided, with the option to extend to four (4) years for all electronic poll books equipment and software. Except for circumstances of malicious actions or gross negligence by DCBOEE, the contractor shall repair or replace any hardware, equipment and software that are not fully and properly performing as required under the contract.
2. The contractor represents and warrants that it is not currently bound by any agreements, restrictions or obligations, nor will the contractor assume any such obligations or restrictions, which would negatively affect the performance or service to DCBOEE.
3. The contractor warrants that the DCBOEE is purchasing new electronic poll books that are free from defects and perform to all required levels.

SECTION D: PACKAGING AND MARKING

N/A

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clauses number five (5), Inspection of Supplies and number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be from date of award until December 31, 2010 specified on the cover page of the contract.

F.2 DELIVERABLES

The offeror shall provide to the DCBOEE in its proposal an implementation and delivery schedule for each of the following tasks, milestones and services.

2010 Primary Election	Due Date
Electronic Poll books with software and case	May 1-15, 2010
Training and On-Site Election Day Support	June 1-16, 2010

All electronic poll books, software and case shall be delivered to:

Rokey W. Suleman, II
Executive Director
DC Board of Elections and Ethics
3535 "V" Street, NE
Washington, DC 20018

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this contract for a period of four (4), one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the contract under Section B – Supplies or Services and Price.

F.3.4 The total duration of this contract, including the exercise of any options under this clause shall not exceed 5 years.

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.

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

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

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

INVOICE PAYMENT

G.4.1. The District will make payments to the Offeror, upon the submission of proper invoices, at the prices stipulated in the contract, for supplies and equipment delivered and accepted, for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract.

G.4.2. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.4.3. The Contractor shall submit proper invoices on a monthly basis. 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 paragraph G.9. The address of the CFO is:

Name:	Office of Finance and Resource Management 441 4th Street NW, Suite 890N Washington, D.C. 20001
Telephone:	202-727-0333
Attn:	**Accounts Payable**

G.4.4 To constitute a proper invoice, the Contractor shall submit the following information:

G.4.4.1 Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.4.4.2. Contract number and Encumbrance Code. Assignment of an invoice number by the contractor is also recommended;

G.4.4.3 Description, price, quantity, dates and the percent (%) of work actually performed;

G.4.4.4 The original and two (2) copies of invoices for cost reimbursable expenses;

G.4.4.5 Other supporting documentation or information, as required by the Contracting Officer;

G.4.4.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.4.4.7 Name, title, phone number of person preparing the invoice;

G.4.4.8 Name, title, phone number and mailing address of person; and

G.4.4.9 Authorized signature.

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.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:

John P. Varghese, Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: (202) 727-5274
John.varghese@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:

Rokey W. Suleman, II
Executive Director
Board of Election and Ethics
441 4th Street N.W., Suite 250N
Washington, D.C. 20001
Telephone: (202) 727-6511

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.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No: 2005-2103, Revision 8 dated 05/26/09 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.1.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

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

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

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

(1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
(2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:

(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

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

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

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

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

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

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

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

H.8 DISTRICT RESPONSIBILITIES

H.8.1 The District shall furnish the facilities for the training of employees and storage of equipment for its portion of the performance of this contract.

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.9.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9.4 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 **http://ocp.dc.gov/ocp/site/default.asp**. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.1 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.2 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.9.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence
Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 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.

H.10 LIQUIDATED DAMAGES

If and when the contractor fails to meet the delivery date for any of the CLINS required by the contract, the Contracting Officer may assess liquated damages at the rate of $1,000 per day per staff augmentee which the District has to hire or contract with to accomplish work needed because the CLIN was not timely delivered. Given the importance of the District elections, the District will contract for the labor necessary to keep the election preparation process going so that election are conducted on-time. The rate of $1,000 per day is based upon the rate for professional contract workers.

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 **http://ocp.dc.gov/ocp/site/default.asp** 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 District 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 INSURANCE

I.7.1 A. 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's prior to commencing work. 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 rating of AA or higher, or a Moody rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All 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) have 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.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operation 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. District added as an additional insured.

2. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with 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.

3. 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 EQUAL EMPLOYMENT OPPORTUNITY

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

I.9 ORDER OF PRECEDENCE

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

I.10 CONTRACTS IN EXCESS OF $1 MILLION DOLLARS

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

SECTION J: LIST OF ATTACHMENTS AND INCORPORATED DOCUMENTS

J.1. Attached documents. The following listed documents are attached to this solicitation:

J.1.1 Living Wage Act Fact Sheet

J.1.2 The Living Wage Act of 2005

J.1.3 Wage Determination No: 2005-2103

J.2. Incorporated Attachments. The following documents are located at http://ocp.dc.gov/ocp/site/default.asp and shall be completed and incorporated with the offer:

J.2.1 Cost Price Disclosure Certification

J.2.2 EEO Compliance Documents

J.2.3 First Source Employment Agreement

J.2.4 Tax Certification Affidavit

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 Clause13 of the SCP.

_____

_____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

   (i) those prices
   (ii) the intention to submit a contract, or
   (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

_____

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

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

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

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.4.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and 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. 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-2010-R-0028 – Electronic Poll Books."**

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

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

L.3.1 Proposal Submission

Proposals must be submitted no later than **2:00 P.M. local time, February 3, 2010.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

(a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

(b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

(c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

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

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, John P. Varghese, Office of Contracting and Procurement, IT Group 441 4th Street, Suite 700S, Washington, D.C. 20004, (202) 727-5274, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement 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 Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSAL PROTESTS

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

L.8 SIGNING OF OFFERS

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

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

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

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

L.13 CERTIFICATE OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within ten (10) days of contract award to:

John P Varghese, Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: (202) 724-3959
John.varghese@dc.gov

L.14 ACKNOWLEDGMENT OF AMENDMENTS

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

L.15 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify 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.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.16.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

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

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

L.17 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. 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 SPECIAL STANDARDS OF RESPONSIBILITY

Durability and Maintenance History

Proposals will be judged according to the demonstrated performance record of the electronic poll book system being offered. Contractors are required to provide aggregate statistical data on the complete service record of the electronic poll book system being offered to the DCBOEE from the three jurisdictions with the highest number of voters processed using the electronic poll book in the November 2008 election for 1) Election Day and 2) at networked satellite locations for early voting, if applicable. These statistics shall include, to the greatest extent possible, all hardware and software failures, if any; the reasons for the number of devices returned to the contractor for servicing and the number of failures, (if any) on Election Day and at Early Voting sites. Proposals from contractors who cannot provide this data will be considered, but the extent of the service record will be taken into account.

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

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

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **10:00 a.m.**, on **January 25, 2010**, at 441 4th Street, N.W., Conference Room, Suite 1117 South, Washington, D.C. 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

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

L.21 OFFEROR EXPERIENCE

The successful offeror shall provide in its proposal, demonstrated performance in a successful roll out and implementation of an electronic poll book solution in an election jurisdiction of comparable size or larger than the District of Columbia.

L.22 OFFEROR STABILITY – FINANCIAL STATEMENTS

The offeror shall provide evidence that it has the financial capability to successfully complete the project and to meet the long-term on-going District requirements for system support. The Contractor's proposal must include the following items: Copies of the last three (3) yearend financial statements; Number of years the Contractor has been in business; Number of years the Contractor has provided electronic poll-book systems; and Contractor's available line of credit or Dunn & Bradstreet rating. The Contractor who is awarded the contract will be required to submit a performance bond for the contract requirements and the entire value of the initial contract.

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.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used for both responsibility determinations and as evaluation factor. The District reserves the right to use past performance information obtained not only from sources identified by the Offeror, but from customers known to the District, consumer protection organizations, and others who may have useful and relevant information.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M. 3 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance. Each of the following evaluation factors listed below will be used by the District in evaluation the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror's response. The scoring for each valuation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factor.

M.3.1 TECHNICAL CRITERIA (75 points)

M.3.1.1 EQUIPMENT (45 points)

M.3.1.1.1 **Functionality** **25 points**

Functionality will be evaluated both from the perspective of the DCBOEE staff and the poll worker. Systems that operate in an intuitive, user-friendly manner and that require less training to operate will receive the highest grading in this category. Proposals will be evaluated according to the ease of extracting and loading data, producing reports, day-to-day administration and maintenance and the ease of setup and use at the polling site. Ease of use of the equipment by properly trained poll workers in both an Election Day and Early Voting setting will also be considered.

M.3.1.1.2 The system operation for each poll book shall prevent data loss during the processing of voters and shall allow for expedient recovery in the event of a hardware failure. Offeror must provide the process and procedures for recovering from a hardware failure and a synchronization failure of multiple poll books at any specific polling place or vote center location.

M.3.1.1.3 Points may be awarded for expedient and simple reinstatement process for failed systems or system shut down or for synchronization failure of any set of electronic poll books. Recovery procedures must be routine and simple to follow and allow for expedient reinstatement of the e-poll system. E-poll books shall provide indications to poll workers that synchronization between units is functioning properly. Offeror must provide documentation that a disruption of synchronization will not interfere with a single unit's ability to process and record data for each voter processed.

M.3.1.1.4 Durability and Maintenance History 5 points

Proposals will be evaluated according to the demonstrated performance record of the electronic poll book system being offered. Offerors are required to provide aggregate statistical data on the complete service record of the electronic poll book system being offered to the DCBOEE from the three jurisdictions with the highest number of voters processed using the electronic poll book in the November 2008 election for 1) Election Day and 2) at networked satellite locations for early voting, if applicable. These statistics shall include, to the greatest extent possible, all hardware and software failures, if any; the reasons for the number of devices returned to the contractor for servicing and the number of failures, (if any) on Election Day and at Early Voting sites. Proposals from contractors who cannot provide this data will be considered, but the extent of the service record will be taken into account.

M.3.1.1.5 Transport / Storage Requirements 5 points

Offeror must provide the size, weight, climate control requirements, electrical power requirements, and any other maintenance or security requirements that would affect the storage, handling and transportation of electronic poll book equipment.

M.3.1.1.6 Demonstrated System Security 5 points

Electronic poll books will be connected from multiple sites within the District of Columbia "Wide Area Network" cloud to provide real-time access to Voter Registration data at Early Voting sites. Offerors are required to provide information on the encryption capabilities of data being offered and any minimum requirements or best practices for security of this data. Offerors must outline any known allegations of security vulnerabilities in their equipment and software and the extent to which these vulnerabilities exist, have been eliminated or mitigated, or must be addressed through DCBOEE security procedures.

M.3.1.1.7 Plan for Equipment and Software Upgrades 5 points

Offeror must provide a detailed explanation for the District of Columbia regarding Offeror's plans for equipment and software upgrades over the duration of the contract and the extent to which equipment will be compatible with upgrades to operating systems or changes in software or accessories provided by third parties with which the equipment is intended to work. *For example*, if equipment is intended for use on a Microsoft Windows operating system, the Offeror must provide information on its intentions for implementing system upgrades in a manner that is compatible with security patches or upgrades provided by Microsoft.

M.3.1.2 SERVICE (30 points)

M.3.1.2.1 Implementation/Timeline 5 points

Offerors shall be held responsible for meeting the timeline set forth in its proposal and will be considered in breach of the contract terms for a failure to meet the timetable proposed. Therefore the highest priority in any proposal should be ensuring that any timeframe is realistic and will be met. Proposals that anticipate the earliest date for delivery of all equipment, documentation, and training support may receive the highest point score. Additionally, proposals will be rated on how comprehensively Contractors document the timing of all steps and forms of support envisioned in the proposal.

M.3.1.2.2 Versatility 10 points

Offerors must describe the range of environments in which its equipment and software has been implemented, including – but not limited to – use for early voting, vote centers, same-day registration, and use with different types of voting equipment, procedures and election circumstances. Offerors must also describe their expertise and capacity to work with the DCBOEE in modifying software and hardware to conform to changing procedures from election to election.

M.3.1.2.3 Training 5 points

Offerors will be evaluated according to the comprehensiveness and quality of training that the Offeror promises to provide. Proposals submitted with samples of high quality materials and manuals will be given greater weight than the proposals submitted without materials. Training and materials designed for both election officials and poll workers will be considered.

M.3.1.2.4 Maintenance/Ongoing Support 5 points

Proposals will be evaluated on two factors: (1) the extent of the services that the DCBOEE will receive, on an on-going basis, for its license fees and/or other ongoing amounts paid to the contractor for services provided, and (2) the burden on the District of Columbia for ongoing maintenance and support of the electronic poll book system not paid for or included in this proposal.

M.3.1.2.5 Issue Resolution 5 points

Proposals will be evaluated based on the capability of the offeror to provide both pre- and post-, as well as Election Day support to the District. More weight will be given to the Offeror's proposal that provides greatest on-site technical support during the implementation phase of the contract. Technical support will be considered separately from training and includes, but is not limited to, immediate communication access, incident trouble-shooting, and availability of sufficient supplies of spare parts. Offerors smust be able to provide on-site support to resolve issues during pre-election programming, setup and post-election reporting.

M.3.2 PRICE CRITERIA (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:

Lowest price proposal x (25 Points) weight = evaluated price score
price of proposal being

M.3.3 PREFERENCE (12 Points)
Local Business Enterprise - 2 Points
Disadvantaged Business Enterprise – 2 Points
Resident Business Ownership – 5 Points
Enterprise Zone – 2 Points
Longtime Resident Business – 10 Points
Small Business Enterprise – 3 Points

M.3.4 MAXIMUM TOTAL POINTS 100 + 12 = 112 Points

M.4. Preferences for Certified Business Enterprises

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

M.4.1 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.4.1.1 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.4.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.1.1.1, 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.4.2 Application of Preferences

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

M.4.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.4.2.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.4.2.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.4.2.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.4.2.5 Any prime contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.4.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.4.3 Maximum Preference Awarded

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

M.4.4 Preferences for Certified Joint Ventures

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

M.4.5 Vendor Submission for Preferences

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

M.4.5.1.1 Evidence of the vendor's or joint venture's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from DSLBD; or

M.4.5.1.2 Evidence of the vendor's or joint ventures provisional certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from DSLBD.

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

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

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

M.4.6 Subcontracting Plan

If the prime contractor intends to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this solicitation which intends to subcontract 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.1.1, 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.4.6.1 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.4.6.2 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.4.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.4.6.4 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.4.6.5 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.4.6.6 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.4.6.7 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.4.6.8 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.4.6.9 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.4.7 Compliance Reports

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

M.4.7.1 The dollar amount of the contract or procurement;

M.4.7.2 A brief description of the goods procured or the services contracted for;

M.4.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.4.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.4.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.4.7.6 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.4.7.7 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.4.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.4.8.1 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.4.8.2 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 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.

ATTACHMENT B – QUESTIONS AND ANSWERS

RFP NO. DCTO-2010-R-0028

The purpose of this Amendment is to answer questions.

1. **Question: C.3.2.2 Does the DCBOEE wish the ability to scan specific documents such as the magnetic strip on driver's licenses to further automate voter lookup?**

   Answer: Yes

2. **Question: C.3.2.2 - Will the DCBOEE be providing SSN/DL information from the Voter Registration System and, if so, what is the approximate percentage of voter registration records that will contain DL or SSNs?**

   Answer: 90% of the active voters have either the last 4 digits of SSN or DL.

3. **Question: C.3.2.2 - Will the SSNs be only the last 4 or complete 9 digits?**

   Answer: The SSN be only the last 4 digits.

4. **Question: C.3.2.8 - Does the DCBOEE expect the epoll book to network Polling places and update the Voter Registration System in real time during the early voting period as well as Election Day?**

   Answer: We expect the epoll books units to be networked to each other using HUB in a local area environment and connected to Voter Registration System in real time during early voting, but not on Election day.

5. **Question:** **C.3.2.8 - If so, does the system have to continue to process voters when communication to the Voter Registration System data from a polling location is temporarily unavailable?**

   Answer: **Yes, we expect the Epoll book to continue to process voters and be able to queue the information and synchronize when connection reestablishes. While the communication is down, the clerk should call the Head Quarter office and update the data via phone.**

6. **Question:** **C.3.2.10 - Does the DCBOEE wish to provide the ability to display signatures on the epoll book from the Voter Registration System?**

   Answer: **Yes**

7. **Question:** **Notwithstanding M.3.1.2 (Services > Implementation! Timeline), which says evaluation points may be given to the vendor with the "earliest delivery date", what are the district's major delivery, implementation and training milestones for the September 14 Primary election?**

   Answer: **The expected timeline for delivery and Implementation is May1st-May 15th. 2010. And training to staff should begin no later than June 1st. 2010.**

8. **Question:** **(C.3.2.3) is all data required for poll book operation stored in the VR system? If not, from what other sources (e.g. Election Management System, street indexes, and other district systems) will data need to be imported?**

   Answer: **All data required for poll book is stored in the VR system and could be imported to your system in comma delimited .txt file format.**

9. Question: **(C.3.2.8) At the 1!25 pre-proposal conference, a question was asked about whether the solution would need to provide real-time connectivity and synchronization with the V R system (to which the response was "yes"). Can you clarify? Does the real-time requirement apply to the VR system or rather the master pollbook repository (located at the district) that is networked in real-time with the polling locations, but where the bidirectional data integration between the V R system and the master repository happens via import ! export operations (and thus not real-time)?**

Answer: **We expect the epoll books units to be networked to each other using HUB in a local area environment and securely connected to Voter Registration System to update voter history as well as Election Day registration in real time via SQL store procedure or other method during early voting, but not on Election Day.**

10. Question: **(C.3.2. 10) Will captured signatures be part of the data set that's uploaded into the VR system (and will they replace the signatures previously stored in the V R system)?**

Answer: **Yes, the captured signature will replace the stored signature in the VR system. The VR system has the capability retaining both voter signatures & helps to compare signatures.**

11. Question: **(C.3.2.11) What sort of barcodes are planned for use? Voter cards and driver licenses? Apart from using this information to quickly search for voters, is there any other operation where barcode scanning is required?**

Answer: **We would like to institute the barcode technology on voter registration cards to expedite checking in voters at the polls. In addition, we would like the system to have the capability to swipe driver licenses for future use**

12. Question: **(C.3.2.13) Is the format of addresses normalized in the VR system? If so, can you please provide the specifications of the format used?**

Answer: **The address in the VR System is formalized as follows:**
House Number Street Name .....Apt/Unit .....
Washington.....DC..... ZIP.....

13. **Question:** **(C.3.2.20) For how long is battery backup required?**

Answer: **Minimum 4 hours, in case of power outage.**

14. **Question:** **(C.3.2.23) What information is required (or should appear) on the voter authorization card?**

Answer: **On the voter voter authorization card, the following information should appear**

Last Name, First Name, Middle

Address

Registration Date: **DOB**

Voter ID: **SSN:**

PARTY: **Ward.....Precinct.....**

Ballot Style .....

BARCODE

Space for Signature.....

15. **Question:** **Can you please elaborate on the support requirements around the following:**
Do you require on-site support at the poll-sites on election day?
Can support be given from a central location on election day?

Answer: **No, we do not require on site at every polling location on election day. We would like on site support at our office for the first election on election day. That would be support from a central location.**

16. **Question:** **How many Early Voting sites will you have for the 2010 elections and how many units at each of these sites?**

Answer: **We will have Four (4) early sites plus the main office securely connected to the main office. Each site will have Seven (7) Electronic pool books connected live to the Voter Registration System to update voter history as well as Election Day voter registration.**

17. Question: **Will it be desirable to have the delivery in installments rather than a single shipment?**

Answer: **Yes, Delivery in installments shipment is acceptable.**

18. Question: **Our understanding is that a barcode scanner is desired as an option but not required for each Pollbook. Would it be acceptable to quote a separate line item and unit price for this item? Do you want to scan magnetic stripe, linear barcode or 2D barcodes?**

Answer: **We would like to institute the barcode technology on voter registration cards to expedite checking in voters at the polls. In addition, we would like the system to have the capability to swipe driver licenses for future use. And we would like this unit (barcodes scanner) included in the quote as one complete item.**

19. Question: **Does your check-in process require comparison to the signature on file?**

Answer: **Yes, the captured signature will replace the stored signature in the VR system. The VR system has the capability retaining both voter signatures & helps to compare signatures.**

20. Question: **C.3.2.15 says "Provide a variety of reports regarding voter turnout, voter history, party turnout and election-specific data." Is this referring to reports on the actual pollbook or consolidated reports in the office that combine from multiple poll books?**

Answer: **Both. We prefer the system to provide reports from each Electronic Poll- book as well as combined from multiple pollbooks.**