REQUEST FOR QUOTATIONS

(THIS IS NOT AN ORDER)

1. REQUEST NO.	2. DATE ISSUED	3. REQUEST/PURCHASE REQUEST NO.	4. TYPE OF MARKET
DCTO-2008-Q-0195	**June 2, 2008**	**RQ410576**	_ Open __ DC Supply Schedule **X** Set Aside/LSDBE ONLY _ Open with Subcontracting Set Aside

5A. ISSUED BY
Government of the District of Columbia (District)
Office of Contracts and Procurement
Information Technology Group
441 4th Street N.W., Suite 971 North
Washington, D.C. 20001

6. DELIVER BY *(Date)*

7. DELIVERY

☒ FOB DESTINATION ☐ OTHER *(See Schedule)*

5B. FOR INFORMATION CALL: *(Name and telephone no.) (No collect calls)*

Mark Valliere, Contract Specialist mark.valliere@dc.gov
(202) 727-0084 Fax (202) 727-1679

8a. TO: NAME AND ADDRESS, INCLUDING ZIP CODE

LSDBE Commodity Code 918-29-00

8B. TAX ID NO. OF BIDDER:

9. DESTINATION *(Consignee and address, including ZIP code)*

Office of the Chief Technology Officer
441 4th Street N.W., Suite 1045 North
Washington, DC 20001
Deliver to: Glen Hickman
(202) 727-2277

10. PLEASE FURNISH QUOTATIONS TO ISSUING OFFICE ON OR

BEFORE 2:00 PM

June 13, 2008

11A. PLEASE STATE YOUR CBE CERTIFICATION NUMBER BELOW:

11B. IF YOU HAVE A DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS) CONTRACT FOR THESE ITEMS, PLEASE ENTER THE CONTRACT NUMBER:

12. INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS

Instructions to Bidders: Please complete Blocks 8B, 11A, 11(B) if applicable, 13(E) and/or 13(F), 14, 15, 16, 17, and 18, submit separate price and technical quotations, one (1) original and two (2) copies of signed quotations to Office of Contracting and Procurement, 441 4th Street, NW, Suite 703 (Bid Room), Washington, D.C. 20001. This is the only authorized method of submitting a quotation for this RFQ. All quotations must be received no later than the date and time stated in block 10 of this RFQ.
Terms and Conditions: This is a Request For Quotation (RFQ). Quotations submitted are Offers that the District can accept by issuing a Purchase Order (PO). The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, are hereby incorporated by reference and made a part of this RFQ and the resultant PO. For a copy, go to OCP's website, http://ocp.dc.gov , and click on Solicitation Attachments.

13. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	ESTIMATED QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Email and Messaging Engineer – Base Period	2,000	L/H	$	$
0002	Email and Messaging Engineer – Option Period 1	2,000	L/H	$	$
0003	Email and Messaging Engineer – Option Period 2	2,000	L/H	$	$
				TOTAL AMOUNT	$

14. NAME AND ADDRESS OF BIDDER *(Street, city, county, State and ZIP Code)* Government Tax ID number	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	16. DATE OF QUOTATION
	17. NAME AND TITLE OF SIGNER *(Type or print)*	18. TELEPHONE NO. *(Include area code)*

SECTION B – SUPPLIES OR SERVICES AND PRICE

B.1. The District contemplates award of a Fixed Price Labor Hour Contract.

B.2. The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his/her obligation to fill all such orders.

B.2.1 BASE PERIOD BEGINNING FROM DATE OF AWARD

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED LABOR HOURS	UNIT PRICE	TOTAL PRICE
0001	Email and Messaging Engineer – Base Period	2000	$	$

B.2.2 BASE PERIOD BEGINNING FROM DATE OF AWARD

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED LABOR HOURS	UNIT PRICE	TOTAL PRICE
0002	Email and Messaging Engineer – Base Period	2000	$	$

B.2.3 BASE PERIOD BEGINNING FROM DATE OF AWARD

ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED LABOR HOURS	UNIT PRICE	TOTAL PRICE
0003	Email and Messaging Engineer – Base Period	2000	$	$

B.3 Contract Type

Labor hour detailed by discipline and hours and by activity (i.e., project task). The requirements shall be performed on a labor hour basis. The workday is considered to be 8 hours and not to exceed 12 hours per day. The contractor shall bill no more than 12 hours a day unless pre-approved by the Deputy CTO to work more than 12 hours a day.

B.4 Contractor Staffing and Management:

Senior Management Supervisor: Contractor shall assign a senior manager as the Contractor's chief representative for this contract. This representative shall have the authority to make binding decisions for the organization. This representative will be in charge of all members of the Contractor team assigned to the project and will be the main contact. All correspondence, conferences, meetings and questions concerning the project directed to the Contractor and its subcontractors will be through this person. This representative will be personally available at all times during working hours from the beginning of the work through its completion.

B.5 Travel: Travel is not reimbursable:

Change in Personnel: Contractor shall notify the District no less than 30 days in advance of any proposed change in personnel associated with this contract.

B.6 Qualifications

Contractor shall provide no more than three (3) resumes for candidates for this position. Resumes should include supplementary information necessary to prove that proposed personnel meet the qualification requirements described in the District of Columbia Information Technology Services supply schedule contract. Supplementary information should include detail regarding number of years of experience and level of mastery of key skills identified in the position's responsibilities description.

B.6.1 The District reserves the right to interview, approve and/or disapprove of any proposed replacement candidates.

B.7 Contractor Team and Project Management:

Unless otherwise provided by the District through the ASMP program and related project management structure, the contractor shall provide project management, administrative management and administrative support necessary for the work hereunder. This support shall be provided at no cost to the District, unless the District specifically pre-approves assignment of personnel dedicated to such tasks.

SECTION C

C.1 Project Description

The District of Columbia Government, Office of the Chief Technology Officer (OCTO) is responsible for the design, implementation and management of the Citywide Messaging and top level Directory Services infrastructure. The Citywide Messaging system consists of Microsoft Exchange 2003, Exchange 2007, Windows Server 2003 and Server 2008 as well as SMTP services. The Citywide Active Directory (AD) consists of a Windows Server 2003,Server 2008 and LDAP network operating infrastructure.

The Citywide Messaging Program provides operational and engineering services in support of a multi-site Email and Directory Service infrastructure. The program manages a mission-critical technology infrastructure in support of the daily operations for the DC Government. OCTO's Citywide Messaging Program is searching for qualified Email and messaging engineering staff to provide mission-critical Email engineering and operational services.

The Email Engineer position requires in-depth knowledge of Microsoft-based infrastructures, messaging best-practices, Exchange 2003 and 2007 certification from Microsoft and a detailed understanding of message routing and troubleshooting. Candidates who have earned the Microsoft Certified Systems Engineer (MCSE) certification and/or possess three or more years of design and messaging implementation experience are desired for the Email Engineer position described in this SOW.

C.2 Scope of Work

C.2.1 Specific tasks vary based upon evolving initiatives. This document is meant to serve as an introduction to the work that will be performed.

a) Provide regular Administrative and Engineering review and preventive maintenance of Exchange 2003/2007 and Directory Services network infrastructures.

b) Perform analysis and remediation of message routing issues.

c) Perform analysis and remediation of server operating systems.

d) Perform analysis and remediation of Email Service/Application.

e) Perform analysis and remediation of Exchange Server Errors.

f) Perform analysis and remediation of Email Cluster and replication.

g) Perform analysis and remediation of Exchange Database.

h) Perform analysis and remediation of Active Directory.

i) Perform analysis and remediation of LDAP.

j) Perform regular Exchange Server Management and monitoring.

k) Provide engineering services for SMTP layer of messaging infrastructure.

l) Provide engineering services for Security layers of messaging infrastructure.

m) Provide engineering services for disaster-ready/failover layers of messaging infrastructure.

n) Provide engineering services for Anti-virus and Anti-spam layers of messaging infrastructure.

o) Provide engineering services for Wireless messaging infrastructure.

p) Complete special technology review and systems implementation projects as required.

q) Actively participate in an Engineering and Operations team which provides 24/7/365 mission-critical levels of service for Email.

r) Provide Technical reviews and mentoring to junior staff.

s) Advanced Administration of all systems within the Messaging and Directory Services infrastructures.

C.3 Required Skills

C.3.1 The position requires a wide range of engineering and technical skills across numerous technologies.

C.3.2 Qualified candidates must demonstrate the following skills and experience:

a) Experience in design and/or implementation of Microsoft Exchange 2003 and/or Microsoft Exchange 2007 organization with more than 15,000 mailboxes.

b) Experience in design and implementation of a Windows Server 2003 and/or Windows Server 2007 directory service with more than 15,000 user objects.

c) Experience within best-practices for Active Directory operations.

d) Knowedge of and experience with best-practices for Exchange 2003 and 2007.

e) Experience as a Level 3 or Level 4 engineer within Exchange 2003/2007 Infrastructure.

f) Sucessful Experience as an Engineering and Operations team member providing 24x7x365 mission-critical service level for Email in an environment consisting of more than 15,000 mailboxes.

C.4 Specific skills:

a) Performing email engineering and technical support for Exchange 2003/2007

b) Operating systems support for Windows Server 2003 and/or Server 2008

c) Application support for Exchange 2003/2007

d) Completing complex engineering projects and tasks as assigned by senior engineers

e) Performing Active Directory administration, engineering and support

f) Engineering and Administration of Unix operating systems

g) Configuration and advanced administration of SMTP systems

h) Experience supporting more than 15,000 mailboxes in large enterprise environment

i) Advanced skills in Hardware/Server building and Operating Systems install and configuration

j) Familiarity with DC Government network infrastructure and email systems infrastructure

k) Experience with high-availability, disaster-readiness, redundancy, and systems failover for email.

C.5 Required Education and Experience:

a) A Bachelor's Degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical disciplines.

b) A minimum of five years experience, of which at least three years must be specialized. Specialized experience includes: Server operating systems, Microsoft Exchange, Email Routing and understanding of networking and Email practices.

c) Any applicable MSCE certification(s) in Exchange 2003/2007 and Windows Server 2003.

C.5.1 Six or more years experience working in the I.T. arena, working with business processes and corporate policies and a demonstrated ability to meet the following capabilities:

a) Level 3 or Level 4 Messaging engineering

b) Management of multiple technical assignments

c) Working well with customers/clients

d) Active Directory and Microsoft Exchange systems and application troubleshooting

e) Ability to adapt quickly to new technologies and new solution requirements.

C.5.2 Familiarity with the following HelpDesk Applications preferred:

a) Remedy HelpDesk

b) Remedy Change Control

C.5.3 Project related systems and software:

a) Windows Server 2003 and Active Directory

b) Exchange 2003/2007

c) Quest/Aelita Active Roles®

d) Quest/Aelita Migration Wizard®

e) Sophos PureMessage

f) Microsoft Forefront Antigen

g) Red Hat Linux

h) F5 Networks

i) Microsoft Clustering technologies

j) Replication technologies

k) Storage Area Networking for Exchange 2003/2007

l) Veritas Netbackup

m) Zantaz/Autonomy EAS

n) Microsoft Operations Manager

o) Sitescope

p) HP Openview

C.6 Other Terms and Conditions

C.6.1 Follow direction of single-point District contracting officer's technical representative, unless the representative expressly assigns a designee.

C.6.2 Promptly implement directives from the District's authorized representative to make minor modifications, additions and/or deletions to any portion of this scope of work.

C.6.3 Promptly advise the District's authorized representative in writing of any cost or schedule impact that may result from such District-issued directives. If Contractor determines that there is additional cost or schedule slippage resulting from the directive, Contractor shall not act upon the directive, and shall not deviate from the approved plan, until the District issues a written change order. Contractor shall not act upon any verbal directive that materially changes any aspect of this scope of work, irrespective of the source of such directive.

C.6.4 Throughout performance of the above items, must coordinate with District employees, and other consultants and contractors employed by the District.

C.6.5 Contractor will follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.

C.6.6 The District may direct Contractor to remove any Contractor staff that District finds unacceptable, and Contractor shall immediately remove (and replace with new individual(s) satisfactory to District, if requested) such personnel.

C.6.7 During performance of work and/or at completion of work, provide orderly hand-over of work products and deliverables to designated District representative.

C.6.8 Any and all Contractor-produced work products and deliverables, including all documents, graphics and software that are produced by Contractor in connection with this scope of work become the exclusive property of the Government of the District of Columbia. Contractor, by acceptance of this scope of work, provides an exclusive and indefeasible license and copyright for unlimited use, copy and distribution by the District of subject work products and deliverables, in hard copy and/or soft copy form. Contractor shall deliver to the District camera-ready hard copies and soft copies (DVD or CD-ROM media) of all work products and deliverables.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE:

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

SECTION F: PERIOD OF PERFORMANCE

F.1 Period of Performance

The period of performance shall be one (1) year period from date of award with two (2) option periods. The services under this contract will be paid on a Labor Hour Contract basis, consistent with those rates provided in the Contractor's proposal rate.

F.2 Base Period Funding

Initial funding is estimated for a total of 2000 hours for each CLIN of services. The contract may be further funded upon positive performance review and funds availability

SECTION G: CONTRACT ADMINISTRATION DATA:

G.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.1 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.3. 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 G.7 below.

The address of the CFO is:

Office of the Chief Technology Officer
441 4th Street, NW, Suite 960 North
Washington, D.C. 20001

Telephone: **202-727-2277**
Fax: **202-727-1216**
E-mail: **octo.accountspayable@dc.gov**

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, DUNS number, 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, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;

G.2.2.3 Description, price, quantity, and the date(s) that the supplies/services were actually delivered and/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;
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 METHOD OF PAYMENT:

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.3.1 INVOICE PAYMENT

The contract will be incrementally funded and the hours will be stated on the accompanying Purchase Order. The contractor shall not exceed the funds as stated on the Purchase Order prior to receipt of additional funds.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 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.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 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.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 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.5.1.2 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.5.2 Payments to Subcontractors

G.5.2.1 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:

G.5.2.1.1 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

G.5.2.1.2 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.5.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.5.2.3 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.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6 CONTRACTING OFFICER (CO):

G.6.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Annie R. Watkins, Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, NW, Suite 971 North
Washington, DC 20001
(202) 727-5274

G.6.2 Refer all inquiries regarding this RFQ to:

Mark Valliere
Contracts Specialist
441 4th Street, N.W., Suite 971 N
Washington, D.C. 20001

(202) 727 – 0084 mark.valliere@dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 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.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall 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.7.4 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 will be assigned upon award of this contract.

G.7.5 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.7.6 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.7.7 Contracting Officer's Technical Representative

To be assigned after award

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Rev. 4 dated 7/5/07, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq*.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the 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 §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:

H.5.2.1 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

H.5.2.2 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:

H.5.3.1 Number of employees needed;

H.5.3.2 Number of current employees transferred;

H.5.3.3 Number of new job openings created;

H.5.3.4 Number of job openings listed with DOES;

H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

H.5.3.6.1 Name;
H.5.3.6.2 Social security number;
H.5.3.6.3 Job title;
H.5.3.6.4 Hire date;
H.5.3.6.5 Residence; and
H.5.3.6.6 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:

H.5.5.1 Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

H.5.5.2 Submit a request to the Contracting Officer for a waiver of compliance with Section H.5.4 and include the following documentation:

H.5.5.2.1 Material supporting a good faith effort to comply;

H.5.5.2.2 Referrals provided by DOES and other referral sources;

H.5.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and,

H.5.5.2.4 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:

H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.5.6.2 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.5.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

H.6 PROTECTION OF PROPERTY:

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

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

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 *et seq*.

H.9 CONTRACTOR RESPONSIBILITIES

H.9.1 The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.

H.9.2 During performance of work and/or at completion of work, the Contractor shall provide the orderly hand-over of work products and deliverables to the designated District representative.

H.9.3 Unless otherwise approved, work must be performed on the Contractor's premise. Unless otherwise specified, contractor staff shall work during normal business hours. Normal working hours are from 8:30am to 5:30pm each business day.

H.9.4 The Contracting Officer's Technical Representative (COTR), unless the representative expressly assigns a designee, is responsible for oversight and acceptance on all matters pertaining to the contract performance, other than those reserved to the Contracting Officer.

H.9.5 All invoices shall be submitted for certification to the COTR.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

I.1.1 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to **www.ocp.dc.gov,** click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical

reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and

assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

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

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

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

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

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

I.5.7.1 the data is marked by the Contractor with the following legend:

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

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

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

I.6.1 The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the

evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured.. The insurance shall provide for 30 days' prior written notice to be given **In no event shall work be performed until the required certificates of insurance have been furnished** to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

(a) Commercial General Liability Insurance: $1,000,000 limits per occurrence, District added as an additional insured

(b) Automobile Liability Insurance: $1,000,000 per occurrence combined single limit

(c) Worker's Compensation Insurance: according to the statutes of the District of Columbia, including Employer's Liability, $100,000 per accident for injury, $100,000 per employee for disease, $500,000 policy limit disease

(d) Employer's Liability: $1,000,000 limits per claim

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF ATTACHMENTS

J.1 Reserved

J.2 Wage Determination No. 2005-2103 REV (04) dated 7/5/07

J.3 **INCORPORATED ATTACHMENTS** ***(The following forms, located at www.ocp.dc.gov, click Solicitation Attachments; shall be completed and incorporated with the offer if applicable.)***

J.3.1 LSDBE Certification Package

J.3.2 E.E.O. Information and Mayor's Order 85-85

J.3.3 Tax Certification Affidavit

J.3.4 First Source Employment Agreement

J.3.5 Cost/Price Data Package

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 quotation: (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 sub-Offerors. (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);*

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

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

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

K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.04.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One (**1**)original and two (2) copies of the written quotations shall be submitted in two parts, titled **"Technical Proposal"** and **"Price Proposal".** Quotations shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, e-mail, and facsimile quotations will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCTO-2008-Q-0195."

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

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

L.3.1 Proposal Submission

Quotations must be submitted no later than **June 13, 2008.** Quotations, modifications to quotations, 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 Quotations

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 quotations, but not later than the closing date for receipt of quotations.

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 Quotations

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 **(3)** days prior to the closing date and time indicated for this solicitation. 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, 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 QUOTATIONS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial quotation shall be filed with the Board prior to the time set for receipt of initial quotation. In procurements in which quotations 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 quotation following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE QUOTATIONS

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.10.1 <u>All proposal documents will be removed from any type and kind of presentation binders and discarded</u>.

L.11 RETENTION OF QUOTATIONS

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

L.12 PROPOSAL PRICE

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

L.13 ELECTRONIC COPY OF QUOTATIONS 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 quotations following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 If a Contractor has any additional questions relative to this solicitation, the Contractor shall submit the questions in writing to the Contact Person, identified on page one, no later than **two (2) calendar days** prior to the closing date and time indicated for this solicitation.

L.14.1 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 Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

L.15 CERTIFICATES OF INSURANCE

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

Annie R. Watkins
Contracting Officer
Office of Contracting and Procurement (OCP)
441 4th Street, N.W., Suite 971 North
Washington, D.C. 20001
Telephone Number: (202) 727-5274

L.16 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.17 BEST AND FINAL OFFERS

If, subsequent to receiving original quotation, 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 Quotations 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.18 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.18.1 Name, address, telephone number and federal tax identification number of Offeror;

L.18.2 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.18.3 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.19 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.20 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.20.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.20.2 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.20.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.20.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.20.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.20.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.20.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.20.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

M.1.1 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. The Remedy Services Group will evaluate the quotations based on the following selection criteria (listed in order of importance):

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

Experience and Qualification of Vendor		**10**
Experience with placing engineering talent within OCTO Technical and Infrastructure segment.		
Candidate Qualifications		**40**
• Windows Server 2003/2007 experience (5 points) • Analysis and remediation of Exchange 2003/2007 messaging systems in enterprise larger than 15,000 users (10 points) • Communications skills including specific focus on technical concepts (5 points) • Experience in building and supporting Exchange 2003/2007 Messaging systems (10 points) • Operational best-practices for large enterprise environments in support of Exchange and Active Directory (10 points)		
Candidate Technical Fit		**20**
Experience in Microsoft Exchange 2003/2007 Email Systems, including best practices for Active Directory and Windows 2003, tracking of emerging messaging technologies, migration experience, email routing expertise, email architecture knowledge, storage design for email, data replication methodologies, email security best practices and demonstrated system design and deployment skills of ten years or greater.		
VENDOR PRICING		**30**
Total Price for Services		

M.3.1 PRICE CRITERIA (30 Points)

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

$$\frac{\text{Lowest price quotation}}{\text{Price of quotation being evaluated}} \times 30 = \text{Evaluated price score}$$

M.3.2 PREFERENCE (12 Points)

M.3.3 TOTAL (112 Points)

M.4 SMALL BUSINESS SET-ASIDE SOLICITATION WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

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

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

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.4.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.4.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.4.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.4.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.4.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.4.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.4.2 APPLICATION OF PREFERENCES

The preferences shall be applicable to prime contractors as follows:

M.4.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for quotations submitted by the SBE in response to a Request for Quotations (RFP).

M.4.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for quotations submitted by the ROB in response to an RFP.

M.4.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for quotations submitted by the LRB in response to an RFP.

M.4.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for quotations submitted by the LBE in response to an RFP.

M.4.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for quotations submitted by the DZE in response to an RFP.

M.4.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for quotations submitted by the DBE in response to an 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 twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for quotations submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.4 Preferences for Certified Joint Ventures

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

M.4.5 Vendor Submission for Preferences

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

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

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

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

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

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

M.5 ENFORCEMENT AND PENALTIES FOR WILLFUL BREACH OF SUBCONTRACTING PLAN

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.