

<b>REQUEST FOR TASK ORDER PROPOSALS (RFTOP)</b> (THIS IS NOT AN ORDER) <b>OFFEROR TO COMPLETE BLOCKS 11 &amp; 14 - 18</b>		1. THIS ACQUISITION IS <input type="checkbox"/> SET ASIDE SBE ( _____ SBE Category) <input type="checkbox"/> SET ASIDE DCSS ( _____ Schedule) <input checked="" type="checkbox"/> GSA SCHEDULE ( _____ Schedule)			PAGE OF PAGES (incl. Cover) 1   24	
2. SOLICITATION NO. DCCB-2009-T-9400		3. DATE ISSUED 8/5/2009	4. REQUISITION NO.	5. CONTRACT NUMBER	6. OFFER DUE DATE 8/14/2009 2:00 pm	
7A. ISSUED BY Office Of Contracting and Procurement 441 4 <sup>th</sup> Street, NW., 700 South Washington, DC 20001				7B. SOLICITATION INFORMATION NAME: Shafiq R. Choudhary PHONE: 202-724-5248 FAX: 202-727-0245 E-MAIL: <a href="mailto:SHADIQ.CHOUDHARY@DC.GOC">SHADIQ.CHOUDHARY@DC.GOC</a>		
8A ADMINISTERED BY Office of Attorney General Child Support Services Division 441 4 <sup>th</sup> Street, MW, Room No. 500 North Washington, DC 20001				8B DELIVER TO: Office of Attorney General Child Support Services Division 441 4 <sup>th</sup> Street, MW, Room No. 500 North Washington, DC 20001		
9. DELIVER BY (Date)  9(a). <input type="checkbox"/> FOB DESTINATION 9(b). <input type="checkbox"/> OTHER (See Schedule)				10. PAYMENT WILL BE MADE BY  Office of Chief Financial Officer Attn: Accounts Payable 441 4th Street, NW Suite 890N Washington, DC 20001 202-727-0333		
11. OFFEROR  <b>To All Potential GSA Offerors</b>  11(a) DUNS NO. _____ 11(b) FEDERAL TAX ID NO. _____				11(c) Certification (Check Appropriate Boxes)  <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Long Time <input type="checkbox"/> Enterprise Zone  Certification No. _____		
<b>IMPORTANT:</b> If you are unable to provide a response, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by the offeror. Any representations and/or certifications attached to this Request for Task order Proposal must be completed by the offeror.						
<b>12. SCHEDULE (Include applicable Federal, State and local taxes)</b>						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<b>Please See Section B.3</b>			a		
<b>13. DISCOUNT FOR PROMPT PAYMENT</b> 			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. NAME AND ADDRESS OF OFFEROR (Street, city, county, State and ZIP Code)				15. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER		16. DATE OF OFFER
				17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)

**SECTION B  
 SUPPLIES OR SERVICES AND PRICE/COST**

**B.1 INTRODUCTION**

The Office of Contracting and Procurement (OCP), on behalf of the Office of Attorney General (OAG), Child Support Services Division (CSSD) is seeking a contractor to provide a locate tool which will assist CSSD to locate Non-Custodial Parents (“NCPs”) in order to establish paternity and establish and enforce child and medical support orders, and to locate Custodial Parents (“CPs”) to ensure that support payments are timely received and do not become undistributed collections (“UDCs”). The Contractor shall have current GSA Federal Supply Schedule (FSS) contract awarded under Business Information Services Schedule 520.

**B.2 CONTRACT TYPE**

The District contemplates the award of a Firm Fixed Price Contract.

**B.3 PRICE SCHEDULE**

**B.3.1 Base Period**

Contract Line Item Number (CLIN)	Description of Services	Total Price
0001	The Contractor shall provide a web-based, nationwide locate tool as described in Section C Specifications/Work Statement.	\$ _____

**B.3.2 Option Year One**

Contract Line Item Number (CLIN)	Description of Services	Total Price
1001	The Contractor shall provide a web-based, nationwide locate tool as described in Section C Specifications/Work Statement.	\$ _____

**B.3.3 Option Year Two**

Contract Line Item Number (CLIN)	Description of Services	Total Price
2001	The Contractor shall provide a web-based, nationwide locate tool as described in Section C Specifications/Work Statement.	\$ _____

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**B.3.4 Option Year Three**

<b>Contract Line Item Number (CLIN)</b>	<b>Description of Services</b>	<b>Total Price</b>
<b>3001</b>	The Contractor shall provide a web-based, nationwide locate tool as described in Section C Specifications/Work Statement.	\$_____

**B.3.5 Option Year Four**

<b>Contract Line Item Number (CLIN)</b>	<b>Description of Services</b>	<b>Total Price</b>
<b>4001</b>	The Contractor shall provide a web-based, nationwide locate tool as described in Section C Specifications/Work Statement.	\$_____

## **SECTION C**

### **SPECIFICATIONS/WORK STATEMENT**

#### **C.1 SCOPE**

The Government of the District of Columbia (“District”) Office of Contracting and Procurement (“OCP”) on behalf of the District of Columbia Office of the Attorney General (“OAG”), Child Support Services Division (“CSSD”) seeks the services of a contractor to provide a locate tool to assist CSSD staff to locate Non-Custodial Parents (“NCPs”) in order to establish paternity and establish and enforce child and medical support orders, and to locate Custodial Parents (“CPs”) to ensure that support payments are timely received and do not become undistributed collections (“UDCs”).

#### **C.2 BACKGROUND INFORMATION**

**C.2.1** OAG is the District’s child support agency pursuant to title IV, part D of the Social Security Act, approved January 4, 1975 (88 Stat. 2351; 42 U.S.C. § 651 *et seq.*); however, OAG has delegated the responsibility of handling the day-to-day operations of the District’s child support program to CSSD. As the administrator of the District’s child support program, CSSD is responsible for establishing paternity and establishing, modifying, and enforcing child support and medical support obligations in more than 100,000 cases. In enforcing such obligations, CSSD has several enforcement actions at its disposal, including initiating wage withholdings, freezing assets, revoking drivers’ and placing liens on real and personal property, intercepting lottery winnings, and intercepting tax refunds.

**C.2.2** Before CSSD can initiate any actions to establish paternity or establish or enforce a support obligation, CSSD must first locate the non-custodial parent (“NCP”) in order to serve him/her with a Notice of Hearing and Order Directing Appearance. CSSD’s main vehicle for locating individuals to serve them is by searching on-line databases and applications which pull information from various public records. In addition to utilizing such databases to find an NCP’s principle place of residence, however, CSSD also uses such databases and applications to identify other vital information about the NCP, including his place of employment, income, assets, and licenses. After an NCP has been located and the appropriate actions taken to collect money from the NCP, it is then critical that CSSD can timely deliver these funds, or the appropriate portion thereof, to the custodial parent (CP) in support of the child (ren) at issue.

**C.2.3** While Federal law permits states’ child support programs to access a variety of both state and federal-based locate resources, not all CSSD staff have access to such tools in an automated manner. As such, the full benefits of such tools have not been realized. Instead, CSSD has become very dependent on utilizing automated locate tools, such as ACCURINT, which are provided by outside parties. However, because the number of children born out-of-

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wedlock is continuing to grow, CSSD foresees a need for increased use of locate tools provided by outside parties, and in order to comply with the District's procurement laws and regulations, it must now compete these services before procuring any additional web-based locate tools.

**C.3 REQUIREMENTS**

**C.3.1** The Contractor shall provide a user friendly web-based, nationwide locate tool (tool) for CSSD staff to utilize in attempting to locate individuals to establish paternity, establish support orders, enforce support orders, distribute collections, and to perform other child support related functions.

**C.3.2** The Contractor's tool shall enable CSSD's staff to perform, at a minimum, the following searches using the Contractor's locate tool:

**C.3.2.1** People Searches – Users shall be able to perform searches using an individual's SSN or first and/or last name to obtain a detailed electronic report identifying the individual's full legal name, known aliases, SSN, date of birth, current and former addresses, and telephone numbers. Users shall have the option to perform advanced people searches using, at a minimum, any combination of the following search criteria: SSN, first name, last name, middle name, alias, date of birth, age, age range, current residential address, former residential address, city, state, residential phone number, and mobile phone number.

**C.3.2.2** Death Record searches – Users shall be able to perform searches using an individual's SSN or first and/or last name to obtain an electronic report providing the individual's date of death and state issuing the death record.

**C.3.2.3** Residence searches – Users shall be able to conduct searches using an individual's SSN or first and/or last name to obtain an electronic report listing an individual's current and former addresses and dates of residence at each such address. Users shall have the option to perform reverse residential searches by entering an address to retrieve a report identifying, at a minimum, the names of individuals associated with this address.

**C.3.2.4** Deed and Property - Users shall be able to perform searches using an individual's SSN or first and/or last name to obtain an electronic report furnishing information about property owned by the individual, including location, monetary value at the time of the search, and date of purchase or deed transfer to the individual. Users shall have the option to perform reverse deed and property searches by entering an address to retrieve a report identifying, at a minimum, the name of the holder of the deed/owner of the property and his/her current address.

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- C.2.3.5** Bankruptcy searches - Users shall be able to conduct searches using an individual's SSN or first and/or last name to obtain an electronic report providing information regarding the date(s) that the individual filed for bankruptcy.
- C.3.2.6** Phone searches –Users shall be able to conduct searches using a SSN, first and/or last name, or address, or any combination thereof, to obtain an electronic report which, at a minimum, lists all phone numbers (residential and mobile) associated with the search criteria entered and identifies the phone carriers and name and address of the individual(s) to whom the numbers are listed. Users shall also have the option to do reverse phone searches by entering a residential and/or mobile phone number to retrieve an electronic report identifying the phone carriers and name and address of the individual(s) to whom the numbers are listed.
- C.3.2.7** Utility searches - Users shall be able to perform searches using an individual's SSN or first and/or last name to obtain an electronic report furnishing utility (i.e. gas, electric, and cable) information tied to the search criteria used. Search results produced from utility searches shall list, at a minimum, the utility's name and the name and address on the utility account.
- C.3.3** The Contractor's tool shall enable users to perform advanced searches, and thereby narrow their search results, by entering additional information than what is required to perform a basic search and/or by entering search criteria in multiple search fields.
- C.3.4** The Contractor's tool shall permit CSSD's staff to perform an unlimited number of searches, save search results, and to print an unlimited number of reports from the system.
- C.3.5** The Contractor's tool shall provide real-time information to enable CSSD's staff to retrieve the most up-to-date information available.
- C.3.6** The Contractor's tool shall permit the CSSD System Administrator to run reports on both individual users and groups of users, and to monitor use of the tool to ensure it is being utilized properly and in accordance with CSSD's policies and procedures.
- C.3.7** The Contractor's tool shall allow the CSSD System Administrator to turn search engines and features on and off to regulate use of the tool by users.
- C.3.8** The Contractor's tool shall enable the CSSD System Administrator to add and delete users at will, unless the contract stipulates that each user must have his/her own user ID and/or password to gain access to the web-based application. If the contract requires users to possess their own user IDs and/or passwords to utilize the application, then the Contractor shall issue each user an individualized user ID and/or password within two (2) business

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days of the CSSD System Administrator making a request. The Contractor shall only issue user IDs and/or passwords after receiving a written request from the CSSD System Administrator identifying the user(s), and for only up to the maximum number of users permitted to simultaneously have access to the application pursuant to the contract. Upon receiving written notice from the CSSD System Administrator that a user's access to the system should be discontinued or suspended, the Contractor shall immediately deactivate or suspend the user's account, as instructed by the CSSD System Administrator, unless the CSSD System Administrator notifies the Contractor of a future date for the deactivation or suspension of the account. If a user's account is suspended, then the Contractor shall only reactivate it upon receiving written notice from the CSSD System Administrator that the account should be reactivated.

- C.3.9** The Contractor shall provide unlimited training and an instructional manual on it's the tool, and shall have staff available, over the phone or online, between 8AM and 5PM Mondays through Fridays, excluding federally recognized holidays, to proved user support. .
- C.3.10** The Contractor shall offer online/teleconferencing training during CSSD's core business hours, 8AM and 5PM Mondays through Fridays, excluding federally recognized holidays. The Contractor shall also provide one-on-one training to the CSSD Systems Administrator, via teleconference or via the web with CSSD's approval. Contractor shall fulfill all training requests within three (3) business days of the CSSD System Administrator making a request for training.
- C.3.11** The Contractor's database on which the locate application is housed shall reside on a secure system, whereby information is received and provided through a standard level of encryption which meets the District's standards.

**SECTION D  
PACKAGING AND MARKING**

See GSA Contract

**SECTION E  
INSPECTION AND ACCEPTANCE**

See GSA Contract

**SECTION F**  
**PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be from the date of award through one year thereafter.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of 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.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

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

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

## SECTION G CONTRACT ADMINISTRATION

### 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 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### G.2 PAYMENT

Unless otherwise specified in this contract, payment will be made in twelve (12) equal payment of Section B.3 for completed deliveries accepted by the District if the amount due on the deliveries warrants it.

### G.3 INVOICE SUBMITTAL

**G.3.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.2. 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.8 below. The address of the CFO is:

**Address:** Office of the Chief Financial Officer  
441 4th Street, NW  
Suite 890N  
Washington, DC 20001  
Attn: Accounts Payable

**Telephone:** 202-727-0333

**G.3.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.3.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.3.2.2** Contract number and invoice number;

**G.3.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.3.2.4** Other supporting documentation or information, as required by the Contracting Officer;

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- G.3.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.3.2.6** Name, title, phone number of person preparing the invoice;
- G.3.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.3.2.6 above) to be notified in the event of a defective invoice; and
- G.3.2.8** Authorized signature.

**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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - c) the 15<sup>th</sup> 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:

- 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.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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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)**

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:

**James H. Marshall**  
Contracting Officer  
Office of Contracting and Procurement  
441 4th Street, N.W., Room No. 700 South  
Washington, DC 20002  
Phone: 202 724-4197

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Fax: 202-727-0245

Email: [Jim.Marshall@dc.gov](mailto:Jim.Marshall@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 direction 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.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.8.1** 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:

Name	Shirley Payne
Title	Training Coordinator
Address	441 4 <sup>th</sup> Street, NW, Room No. 500N Washington, DC 20001
Telephone	(202) 724-2330
Fax	(202) 724-3710
<u>E-mail</u>	<a href="mailto:Shirley.payne@dc.gov">Shirley.payne@dc.gov</a>

- G.8.2** The COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- G.8.3** 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**

See GSA Contract

**SECTION I  
STANDARD CONTRACT CLAUSES**

See GSA Contract

**SECTION J  
LIST OF ATTACHMENTS**

- J.1 Tax Certification Affidavit
- J.2 Past Performance Evaluation Form

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS,  
AND OTHER STATEMENTS OF OFFERORS**

Not Applicable to this Task Order

## **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 single contract resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

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

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. 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. *(insert solicitation number, title and name of Offeror)*".

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

### **L.3 PROPOSAL SUBMISSION DATE AND TIME:**

**L.3.1** Proposals must be submitted no later than 2:00 p.m, local time on August 14, 2009. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and will 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.4 HAND DELIVERY OR MAILING OF PROPOSALS**

##### **Deliver or mail proposals, originals and three (3) copies, to:**

Office of Contracting and Procurement  
Bid Room  
441 4<sup>th</sup> Street, NW  
Suite 703 South  
Washington, D. C. 20001

#### **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, Office of the Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Washington, Dc 20001, telephone number (202) 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of the 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 the 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:

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

#### **L.7 PROPOSALS WITH OPTION YEARS**

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

#### **L.8 PROPOSAL PROTESTS**

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

#### **L.9 SIGNING OF OFFERS**

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

#### **L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

#### **L.11 RETENTION OF PROPOSALS**

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

#### **L.12 PROPOSAL COSTS**

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

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

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

**L.14 CERTIFICATES OF INSURANCE**

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

James H. Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700  
Phone: (202) 724-4197  
Fax: (202) 727-0245  
Email: [Jim.Marshall@dc.gov](mailto:Jim.Marshall@dc.gov)

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.16 BEST AND FINAL OFFERS**

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

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

## **L.18 FAMILIARIZATION WITH CONDITIONS**

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.19 STANDARDS OF RESPONSIBILITY**

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

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

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

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

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

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

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- 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 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.

**L.20 PROPOSAL ORGANIZATION AND CONTENT**

The task order proposal shall consist of one original and three (3) copies of the written proposals to be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals will 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 will be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCCB-2009-T-9400". In addition, an electronic copy of the proposal shall be submitted on CD ROM or by email to the address below.

The Contractor shall provide a narrative to demonstrate their approach to producing the deliverables identified in the Statement of Work. The Narrative shall at a minimum include:

**L.21 INSTRUCTIONS FOR PROPOSAL FORMAT:****L.21.1 Technical Approach (50 Points)**

- L.21.1.1** The Offeror shall demonstrate an understanding of the requirements to be performed as defined in the Section C Specifications/Work Statement. **(10 points)**
- L.21.1.2** The Offeror shall provide a detailed narrative of its web-based locate tool, describing at a minimum the tool's capability to provide the resend features and functionality described in Section C.3.1 through C.3.8. **(30Points)**
- L.21.1.3** The Contractor shall provide a description of the Contractor's approach and methodology to deliver the require training as described in Section C.3.9 and C.3.10. **(10 Points)**

**L.21.2 Past Performance (20 Points)**

- L.21.2.1** The information requested in this section will facilitate evaluation of the Contractor's Past Performance Record.
  - L.21.2.1.1** The Offeror shall provide a list of past and present clients similar in size as specified in this solicitation and described in Section

C.3, who have used the proposed web-based locate tool, including dates of usage. **(10 points)**

**L.21.2.1.2** The Offeror shall provide performance evaluations from the most recent and identified in Section L.21.2.1.1 above. **(10 points)**

**L.21.3 Price Proposal (30 Points)**

**L.21.2.1** This section shall be submitted under a separate cover titled **“Price Proposal”**. Pricing shall be firm fixed price for the base and all option periods. The price proposal shall, at a minimum include:

**L.21.2.1.1** Monthly price for up to 500 Users.

**SECTION M  
 EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION FOR AWARD**

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

**M.2 EVALUATION OF OPTION PRICES**

The Offeror shall include option year prices in its price proposal. An offer may be determined to be unacceptable if it fails to include option year pricing. The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Government to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.3 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
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

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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.4 EVALUATION FACTORS**

Each of the following evaluation factors and sub-factors, listed below in descending order of importance, will be used by the District in evaluating 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 evaluation 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 factors.

**M.4.1 EVALUATION FACTORS FOR AWARD:**

- |                       |           |
|-----------------------|-----------|
| d) Technical Approach | 50 Points |
| e) Past Performance   | 20 Points |
| f) Price Proposal     | 30 Points |

**M.4.2 PRICE FACTOR (30 Points maximum)**

The Offeror's total price for the base and option years will be converted to a price score as listed below. For purposes of evaluation of price, the District will use the proposed price for CLINs 0001, 1001, 2001, 3001, and 4001 to determine the total price. Price is less important than the combined weight of the technical factors listed above.

Lowest Price Proposal for base period + option years

Price of Proposal Being Evaluated for base period + option years X 20 = \_\_\_\_\_ Score

**M.5 EVALUATION OF OPTION YEARS**

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