



**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement**



Professional Services and Public Safety Cluster



**REQUEST FOR TASK ORDER QUOTATION**

**TO:** DCSS CONTRACTORS

**Solicitation No.:** DCJZ-2010-T-8803

**Caption:** Legal Temporary Support Services

**Issuance Date:** December 4, 2009

**Bid Submission:** December 10, 2009

**Pre-Bid Conference:** Not Applicable

The Government of the District of Columbia, the, Office of Contracting and Procurement, on behalf of the Criminal Justice Coordination Council, seeks to procure the services of a qualified Contractor to provide legal staffing services on as-needed basis and in accordance with Section C.3 - Requirements.

The District intends to award a firm fixed price Task Order Agreement resulting from this Request for Task Order Quotation to the responsible Contractor whose quotation, conforming to the solicitation, will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this Request for Task Order Quotation considered.

The District may award a Task Order on the basis of initial bids received, without discussion. Therefore, each initial bid should contain the Contractor's best terms from a standpoint of technical, cost/price and other factors.

The Task Order quotation should be prepared according to the instructions listed below:

**1. Quotation Submission Requirements**

The Price Quotation shall be submitted to the following address:

Office of Contracting and Procurement  
Attention: Carla Roane  
441 4<sup>th</sup> Street, N.W.  
Suite 700 South, Bid Counter Room  
Washington, D.C. 20001

The Task Order Quotation shall consist of one part only, Price, which shall include evidence of proposed staff qualification(s) and submitted in one (1) original and one (1) copy. It shall be submitted in a sealed envelope conspicuously marked: "Task Order Quotation in response to Solicitation No. DCJZ-2010-T-8803, and titled: Legal Temporary Support Services"

All Quotations must be submitted on 8.5" by 11" paper and typewritten. Telephonic and telegraphic Quotations will not be accepted, unless otherwise directed in writing.

**2. Price Quotation**

This section shall include the total price for the entire staff, and shall be broken down by the task; activities or class as set forth in the statement of work. Pricing shall be a firm fixed price basis as identified in SECTION B –SUPPLIES OR SERVICES AND PRICE and shall identify all costs. Unless otherwise directed in writing, the quotation price shall, at a minimum include:

- a. Labor rate per hour for each category, if applicable.
- b. Identify the total price quotation.

**3. Tax Certification Affidavit**

Bidders shall complete and return a Tax Certification Affidavit (Attachment B).

**4. Selection for Award**

Award shall be made from this request to the responsible Bidder whose Quotation is most advantageous to the District. The District reserves the right to reject any or all Quotations determined to be inadequate or unacceptable. The Contractor shall provide documentary evidence with its quotation attesting to the qualifications of the proposed staff in accordance with C.4.

**5. Term of the Task Order**

The term of this Task Order shall be from date of award cited on page one of the Task Order to one year thereafter on as needed basis. The contract may be extended. See F.2

**6. DC Supply Schedule**

Each Bidder is required to submit along with their response to the Request for Task Order Quotation a copy of the page of its DC Supply Schedule Contract that contains its pricing information. Also, provide a copy of the page of SBE certification that shows its preference points.

**7. SBE PREFERENCES 0 – 12 Points**

Small Business Enterprise	3
Longtime Resident Business	10
Local Business Enterprise	2
Disadvantage Business Enterprise	2
Resident Business Ownership	3
Principal Office in Enterprise Zone	2

In order to be considered for preference points, the bidder must include with its quotation a copy of its SBE Certification showing area of certification.

**8. CONDITIONS FOR AWARD**

Price is the only determinant for award, and the lowest bidder will be considered for award provided the following conditions are met:

- (a) Every bidder provides with its bid a copy of the page of its DCSS contract in the relevant commodity group, which shows the price schedule, and a copy of the page of its SBE Certification which shows preference points for each certified category.
- (b) Every bidder completes and returns with its bid a Tax Certification Affidavit (Attachment B).
- (c) Every bidder submits with its bid a documented evidence supporting qualification and/or experience for each labor category:
  - i. Legal Assistant I:
    - PhD candidate with background in research and statistical analysis.
    - Experience in research using Internet (e.g., Google, Westlaw and Social Science Index) and statistical analysis of policy formation.

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- Strong writing and editing skills.
- ii. General Clerk IV:
  - Resume
  - Law degree with research background with experience developing research projects, studying legislative and analyzing policy initiatives.
  - Superior writing and communication skills.
- iii. Secretary I:
  - Resume
  - Bachelor degree holder majoring in criminal justice, political science, social science or business.
  - Experience with Microsoft Office (e.g., Excel, Access, PowerPoint, MS Word).
- iv. General Clerk III:
  - Resume
  - Master degree and/or first of second year law student with a criminal justice background.
  - Experience in research using Internet (e.g., Google, Westlaw and Social Science Index) and statistical analysis of policy formation.
  - Experience in statistical processing, statistical programs MS Office and research methodologies.

(d) All bids must be submitted no later than 2:00 PM on Thursday, December 10, 2009 at the Bid Counter Room, located at the Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, 703 S.

ALL INQUIRIES REGARDING THIS REQUEST FOR TASK ORDER QUOTATION SHOULD BE DIRECTED TO THE CONTRACT SPECIALIST:

Carla Roane  
Contract Specialist  
Office of Contracting and Procurement  
202-724-4019  
Carla.roane@dc.gov

*/s/*  
**James H. Marshall**  
Contracting Officer

**SECTION B.1 PRICE SCHEDULE (BASE YEAR)**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Estimated maximum hours per year</b>	<b>Estimated Price</b>
0001	Legal Assistant I	HR	\$ _____	1	1820	\$ _____
0002	General Clerk IV	HR	\$ _____	1	2000	\$ _____
0003	Secretary I	HR	\$ _____	1	1560	\$ _____
0004	General Clerk III	HR	\$ _____	5	1440	\$ _____
<b>TOTAL PRICE</b>						\$ _____

**SECTION B.2 PRICE SCHEDULE (OPTION YEAR 1)**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Estimated maximum hours per year</b>	<b>Estimated Price</b>
1001	Legal Assistant I	HR	\$ _____	1	1820	\$ _____
1002	General Clerk IV	HR	\$ _____	1	2000	\$ _____
1003	Secretary I	HR	\$ _____	1	1560	\$ _____
1004	General Clerk III	HR	\$ _____	5	1440	\$ _____
<b>TOTAL PRICE</b>						\$ _____

**SECTION B.3 PRICE SCHEDULE (OPTION YEAR 2)**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Estimated maximum hours per year</b>	<b>Estimated Price</b>
2001	Legal Assistant I	HR	\$_____	1	1820	\$_____
2002	General Clerk IV	HR	\$_____	1	2000	\$_____
2003	Secretary I	HR	\$_____	1	1560	\$_____
2004	General Clerk III	HR	\$_____	5	1440	\$_____
<b>TOTAL PRICE</b>						<b>\$_____</b>

**SECTION B.4 PRICE SCHEDULE (OPTION YEAR 3)**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Estimated maximum hours per year</b>	<b>Estimated Price</b>
3001	Legal Assistant I	HR	\$_____	1	1820	\$_____
3002	General Clerk IV	HR	\$_____	1	2000	\$_____
3003	Secretary I	HR	\$_____	1	1560	\$_____
3004	General Clerk III	HR	\$_____	5	1440	\$_____
<b>TOTAL PRICE</b>						<b>\$_____</b>

**SECTION B.5 PRICE SCHEDULE (OPTION YEAR 4)**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Estimated maximum hours per year</b>	<b>Estimated Price</b>
4001	Legal Assistant I	HR	\$_____	1	1820	\$_____
4002	General Clerk IV	HR	\$_____	1	2000	\$_____
4003	Secretary I	HR	\$_____	2	1560	\$_____
4004	Word Processor III	HR	\$_____	5	1440	\$_____
<b>TOTAL PRICE</b>						\$_____

## **SECTION C - STATEMENT OF WORK**

### **C.1 SCOPE**

C.1.1 The Criminal Justice Coordinating Council (CJCC) is seeking a contractor to provide temporary support staff services. The temporary support staff services will be provided to the CJCC located at 441 4<sup>th</sup> Street, N.W., Suite 727N Washington, D.C. 2001 to participate in and complete several ongoing initiatives

#### C.1.2 Definitions

C.1.2.1 Statistical Analysis Center (SAC) – Provides criminal justice research and analysis for the District of Columbia. The goal of SAC is to improve current system of performance measurement; as well as data collection, processing and analysis.

C.1.2.2 Statistical Package for Social Scientist (SPSS) – Software that helps organizations predict future events and proactively act upon that insight to drive better business outcomes.

C.1.2.3 Statistical Analysis System (SAS) – Software is designed for both specialized and enterprise-wide analytical needs. It provides a complete, comprehensive set of tools that can meet the data analysis needs of an organization.

### **C.2 BACKGROUND**

C.2.1 The Criminal Justice Coordinating Council (CJCC), established by the DC Council as an independent agency in the District of Columbia in 2001, plays a critical role within the criminal justice community as a resource and catalyst for system reform, institutional modification, program development and information-data analysis.

### **C.3 REQUIREMENTS**

C.3.1 All temporary staff shall:

C.3.1.1 Provide temporary support staffing personnel during core CJCC operational hours. CJCC core hours are Monday to Friday 8:15 am through 4:45 pm, excluding holidays and days appointed by the Mayor at 441 4<sup>th</sup> St, N.W., Suite 727 North, Washington, D.C. 20001.

C.3.1.2 Provide weekly time sheets for each temporary support staff person stating the total hours worked each day with a weekly total to the COTR every Friday by 12:00 pm.

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- C.3.1.3 Ensure that temporary support staff maintains professional attire for CJCC's business environment.
- C.3.1.4 Meet the staffing personnel qualifications outlined in Section C.3.2 Position Description.
- C.3.2 Position Description
  - C.3.2.1 The Contractor shall provide the following staff to perform work:
    - C.3.2.1.1 Legal Assistant I
      - C.3.2.1.2 Research analysis and database development and present divergent professional opinions regarding criminal juvenile justice policy and practices in the District of Columbia.
      - C.3.2.1.3 Professional knowledge and skills sufficient to perform a wide range of assignments evaluated and present divergent professional opinions affecting significant policy issues and define and describe feasible options, including the consequences of their adoption.
      - C.3.2.1.4 Conduct research and statistical analysis of policy issues, formulates, plans, executes and coordinates research and statistical analysis on public safety policy issues using statistical software such as SAS or SPSS.
      - C.3.2.1.5 Designs research methods for public safety policy issues. Research methods include but not limited to: survey research such as public opinion polls, mathematical models of sentencing, benefit-cost analysis, program evaluation studies and computer simulation models of sentencing corrections. Research design must follow scientifically accepted practices for the social sciences that maximize validity and reliability of sentencing research studies.
      - C.3.2.1.6 Develops and conducts survey research relating to public safety issues including questionnaire design, sampling, survey interviewing, and preparing survey data for analysis.
      - C.3.2.1.7 Demonstrate understanding of divergent concepts within social science, and proficiency in research methodology. Prepare written narrative; analytical reports shall perform other related duties as assigned.

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C.3.2.2 General Clerk IV

C.3.2.2.1 Conducts complex and extensive legal research and provides verbal or written detailed memoranda to the legal advisor with respect to recommendations, proposed actions, alternative actions and hypothetical situations.

C.3.2.2.2 Studies, analyzes, evaluates and prepares option papers and final reports on public safety policy issues, and economic or social policy issues.

C.3.2.2.3 Prepares written narrative; analytical reports; research work plans; writing literature reviews; writing memos summarizing research findings, preparing data tables and graphs, preparing and presenting PowerPoint presentations, and writing and presenting sections of the CJCC's annual report.

C.3.2.2.4 Conducts in-depth legal research on issues, regulations, proposed administrative decisions and other legislative decisions citing laws, regulations, and cases in support of conclusions or recommendations.

C.3.2.2.5 Prepares clear and concise summaries of issues, germane regulations and amendments on proposed solutions including the CJCC's past orders, practices, or positions.

C.3.2.2.6 Reviews legal documents and relevant case law, regulations, and other issuances to determine whether execution or non-execution of proposed action is legally sufficient and appropriate.

C.3.2.2.7 Provides statements and analyses, reasons for conclusions, and drafts proposed language necessary to include in documents.

C.3.2.2.8 Performs research analysis and database development and presenting divergent professional opinions regarding criminal and juvenile justice policy and practices in the District.

C.3.2.3 Secretary I

C.3.2.3.1 Develop, track and maintain financial data and reports.

C.3.2.3.2 Provide support for contract and procurement, accounts payable, grants management and human resources operations to deliver maximum efficiency.

C.3.2.3.3 Review time and attendance prior to submission.

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- C.3.2.3.4 Provide administrative, analytical and clerical support to the Special Assistant as needed.
- C.3.2.3.5 Provide financial and budgetary analysis about the current state of CJCC expenditures and future budgetary requirements.
- C.3.2.3.6 Provide operational analysis to improve the efficiency and effectiveness of CJCC process, staffing, and organization.
- C.3.2.4 General Clerk III
  - C.3.2.4.1 Graduate study in criminal justice, political science, social science or other related field of study.
  - C.3.2.4.2 Experience with spreadsheets and databases (MS Suite).
  - C.3.2.4.3 Experience using the Internet for research.
  - C.3.2.4.4 Experience with and knowledge of data entry and data retrieval processes, revision of report formats, charts and tables.
  - C.3.2.4.5 Previous exposure to statistical processes, statistical programs (SAS) and research methodologies.
  - C.3.2.4.6 Professional, disciplined and detail oriented.
  - C.3.2.4.7 Planning and conduct of data analysis involving complete and diverse objectives and operations.
  - C.3.2.4.8 Complex statistical analysis and experimental design.
  - C.3.2.4.9 Interest in the application of quantitative data to organization analysis and policy development.

**C.4 TEMPORARY EMPLOYEES RESUME'S**

- C.4.1 The Contractor shall submit, along with his RFQ, resumes of proposed Temporary Staff chosen by the Contractor to perform the duties described in Sections C.3.1 and C.3.2.

**SECTION D: PACKAGING**

**THIS SECTION IS NOT APPLICABLE.**

**SECTION E: INSPECTIONS AND ACCEPTANCE**

**THIS SECTION IS NOT APPLICABLE.**

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the resulting Task Order Agreement shall be for a period of one (1) year from date of award specified on the cover page of the Task Order.

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

**F.2.1** The District may extend the term of the resulting Task Order Agreement for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Task Order Agreement; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Task Order Agreement 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 Task Order Agreement.

**F.2.2** If the District exercises this option, the extended Task Order Agreement shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the Task Order Agreement.

**F.2.4** The total duration of this Task Order Agreement, including the exercise of any options under this clause, shall not exceed four (4) years.

**F.3 DELIVERABLES**

See Suppliers' Price listing for Section B.3

**SECTION G - CONTRACT ADMINISTRATION**

**G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

G.1.1 The COTR is responsible for general administration of the Task Order and advising the Contracting Officer as to the Offeror's compliance or noncompliance with the Task Order. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Task Order, of ensuring that the work conforms to the requirements of this Task Order and such other responsibilities and authorities as may be specified in the Task Order. The COTR for this Task Order is:

Name: Vivian Rankin  
Title: Special Assistant  
Agency: Criminal Justice Coordination Council  
Address: 441 4<sup>th</sup> Street, NW, Suite 727 N  
Washington, DC 20001  
Telephone: (202) 442-7739

G.1.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the Task Order Agreement.

G.1.3 Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer (CO), 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.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

G.2.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.2.2 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.2.3 In the event the Contract effects any changes at the instruction or request of any person other than the Contracting Officer, the change will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.3 INVOICE PAYMENT**

G.3.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Task Order Agreement, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Task Order.

G.3.2 The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.3.3 INVOICE SUBMITTAL**

G.3.3.1 The Contractor shall submit proper invoices on a weekly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.1.1 above.

G.3.3.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.3.3.3 Contractor's name, Federal tax ID and invoice date (Offerors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.3.3.4 Task Order number and invoice number;

G.3.3.5 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.3.3.6 Other supporting documentation or information, as required by the Contracting Officer;

G.3.3.7 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.3.3.8 Name, title, phone number of person preparing the invoice;

G.3.3.9 Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and

G.3.3.10 Authorized signature.

G.3.3.11 Provide along with invoices copies of all work orders and work completion verifications.

**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 Task Order to a bank, trust company, or other financing institution.
- G.4.2 Any assignment shall cover all unpaid amounts payable under this Task Order, and shall not be made to more than one party.
- G.4.3 Notwithstanding an assignment of Task Order 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.4 PROGRESS PAYMENTS**

Progress payments are not permissible under this Task Order Agreement.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 WAY TO WORK AMENDMENT ACT OF 2006**

H.1.1 Except as described in H.1.8 below, the Contractor shall comply with Title I of the “Way to Work Amendment Act of 2006”, D.C. Law 16-118, effective June 9, 2006, for contracts for services in the amount of \$100,000 or more in any 12-month period.

H.1.2 The Contractor shall pay its employees and subcontractors who perform services under this contract no less than the current living wage published on OCP’s website at <http://www.ocp.dc.gov>.

H.1.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.1.4 The Department of Employment Services (“DOES”) shall adjust the living wage annually and the OCP will publish the living wage rate on its website at <http://www.ocp.dc.gov>.

H.1.5 The Contractor shall provide a copy of the fact sheet attached as J.9 to each employee and subcontractor who performs services under the contract. The Contractor shall post the notice attached as J.9 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the notice attached as J.9 in a conspicuous place in its place of business.

H.1.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.1.7 The payment of wages required under the Living Wage Act shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.1.8 The requirements of the Living Wage Act do not apply to:

- (1) Contracts or other agreements that are subject to wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.1.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act.

## H.2

### **DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination (2005-2104, **Revision 10, 05/26/09**), issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.). 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 OFFEROR'S RESPONSIBILITIES**

H.3.1 As specified in Sections C.3 and F.3 above.

**H.4 DISTRICT'S RESPONSIBILITIES**

CJCC will provide the Contractor's staff with a work station, computer and telephones access for work performance.

**H.5 PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches caused by or as a result of the Contractor's staff's negligence.

**H.6 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

**H.7 CONFIDENTIALITY OF INFORMATION**

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

**H.8 RIGHTS IN DATA**

**H.9** "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.

**H.10** 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.

**H.11** 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:

**H.12** 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.

**H.13** 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.

**H.14** 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.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this Task Order Agreement beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.2 CONFIDENTIALITY OF INFORMATION**

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

### **I.3 DISCLOSURE OF INFORMATION**

No information regarding the Contractor performance on the task order shall be disclosed by the Contractor to anyone other than District Government officials unless written approval is obtained in advance from the Contracting Officer.

### **I.4 CERTIFICATE OF INSURANCE**

I.4.1 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 coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided. See Attachment C - Appendix B

I.4.2 The Certificate of Insurance, under *Description of Operation/Locations/Vehicles/Exclusion Added by Endorsement/Special Provisions* of the Certificate of Insurance, shall include the following language: Those usual to the Insured's Operations. The District of Columbia is an Additional Insured and a Business Liability Waiver of Subrogation applies per the Business Liability Coverage Form SS0008, attached to the policy.

I.4.3 Copies of all certificates of insurance shall be submitted within five (5) days of the Task Order award and 14 days after award of each option year to:

Carla Roane, Contract Specialist  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW Suite 700 South  
Washington, DC 20001  
(202) 724-4019 (Direct) (202) 727-0245 (facsimile)  
[Carla.roane@dc.gov](mailto:Carla.roane@dc.gov)

#### **I.5 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: The Offeror's DCSS Contract, 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).

#### **I.6 WORKING HOURS/VENUE**

The Contractor's staff shall work basic business hours 9 – 5 or similar.

**SECTION J - ATTACHMENTS**

1. Attachment A - Wage Determination (**2005-2104, Revision 10, 05/26/09**), issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.).
2. Attachment B – Tax Certification Affidavit
3. Attachment C – Appendix B

**SECTIONS K - THIS SECTION IS NOT APPLICABLE TO THIS REQUEST FOR TASK ORDER QUOTATION. THE TERMS AND CONDITIONS OF THE DCSS CONTRACT APPLIES.**

**SECTIONS L - THIS SECTION IS NOT APPLICABLE TO THIS REQUEST FOR TASK ORDER QUOTATION. THE TERMS AND CONDITIONS OF THE DCSS CONTRACT APPLIES.**

**SECTIONS M - THIS SECTION IS NOT APPLICABLE TO THIS REQUEST FOR TASK ORDER QUOTATION.**

Request for Task Order Quotation  
DCJZ-2010-T-8803