

SOLICITATION, OFFER, AND AWARD			1. Caption			Page of Pages	
			Purchase an Insurance Verification System			1	59
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		DCTO-2009-R-0097		☐ Sealed Bid (IFB) ☒ Sealed Proposals (RFP) ☐ Sole Source ☐ Human Care Agreements ☐ Emergency		☒ Open ☐ Set Aside ☐ Open with Sub-Contracting Set Aside	
2/24/2009							
7. Issued By:				8. Address Offer to:			
Office of Contracting and Procurement Office of the Chief Technology Officer 441 4th Street NW, Suite 971N Washington, DC 20001				Office of Contracting and Procurement 441 4th Street NW, Suite 703 South, Bid Room Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 p.m. EDT</u> local time <u>26-Mar-09</u>							
(Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Ms. Priscilla Mack		(Area Code) 202 (Number) 724-5236 (Ext)		priscilla.mack@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	35 thru 40
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3 thru 19	X	J	List of Attachments	41
x	D	Packaging and Marking	20	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	21				
X	F	Deliveries or Performance	22 thru 22	X	K	Representations, certifications and other statements of offerors	42 thru 45
X	G	Contract Administration Data	24 thru 28	X	L	Instructions, conditions & notices to offerors	46 thru 54
X	H	Special Contract Requirements	29 thru 34	X	M	Evaluation factors for award	55 thru 59
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
Annie R. Watkins							
Government of the District of Columbia				Office of Contracting & Procurement			

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Department of Motor Vehicles (DMV) has a need to purchase an Insurance Verification System to validate and maintain current insurance information on vehicles. One goal of the system would be to minimize manual entry and update of insurance policy information to the maximum possible extent.

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

B.3 SCHEDULE – FIRM FIXED PRICE

CLIN	Description	Total Price
0001	Insurance Verification System	

B.4 OPTION

CLIN	Description	Total Price
0002	Generate 75,000 Notices (to be mailed)	
0003	Alternative System	

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Department of Motor Vehicles (DMV) of the District of Columbia desires to purchase an Insurance Verification System to validate and maintain current insurance information on vehicles. One goal of the system would be to minimize manual entry and update of insurance policy information to the maximum possible extent. Other goals would be to:

- ensure new vehicles are properly insured
- vehicles are properly insured when registration is renewed,
- vehicles are sampled periodically and queried to ensure insurance has been properly maintained,
- vehicle insurance status can be queried ad hoc by DMV, police and parking enforcement officers, and
- any policy changes (e.g., change in carriers) are automatically captured and updated.

The capability to automatically validate insurance for new vehicle registrations and to automatically validate walk-in and mail-in vehicle renewals must be operational by August 1, 2009. It is desired that all other capabilities identified in the statement of work also be operational at that time. However, the DMV will consider a phased-in approach with a due date in early Fall for all other capabilities in the statement of work with the exception of the three aforementioned capabilities.

C.1.2 DEFINITION

“Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

C.2 BACKGROUND

C.2.1 Objective

C.2.1.1 The DMV’s concept of insurance validation operations would include the following situations:

- When a vehicle is initially registered, a real-time transaction would query insurance status.
- When vehicle registration is renewed either by mail, in person or on the web, a real-time transaction would query insurance status.
- When there is an ad hoc need to query a specific vehicle, a real-time transaction would check to ensure insurance has not lapsed or been dropped during the registration period. Ad hoc needs could be generated by parking enforcement staff checking insurance as part of the ticketing process, Metropolitan Police checking insurance while enforcing a moving violation, or any of the other 26 public safety

agencies in the District of Columbia verifying insurance as part of an enforcement action.

- To validate that insurance policies have not lapsed, a sample batch file of vehicle records will be sent to verify current insurance.
- When insurance companies report the lapse or termination of insurance on a vehicle registered in the District of Columbia, a real-time transaction would be generated to modify the vehicle record accordingly.
- When a transfer of insurance to a different carrier occurs, a real-time transaction would be generated to modify the vehicle record accordingly.

C.2.2 Capabilities

C.2.2.1 The desired insurance validation operation would incorporate the capability to query insurance status automatically (i.e., real-time), on demand (ad hoc), and in batch mode. Although the primary customer is the Department of Motor Vehicles, it is anticipated that queries will be generated by public safety officials and parking enforcement officers. The four types of responses a query could return would involve policies that have been:

- i. Cancelled (e.g., return date policy cancelled)
- ii. Lapsed (e.g., return beginning and end date of lapse in policy)
- iii. Updated (e.g., policy renewed and consequently new policy end date)
- iv. Incurred no changes (i.e., still valid)

C.2.3 Concept

C.2.3.1 The DMV's concept of insurance validation operations is also based on transparency of most query functions to the user/operator. The insurance queries would be generated through the DMV driver license and vehicle registration system known as Destiny. For example, when a vehicle is registered, part of the current verification process includes validation of the VIN through Polk and verification of a valid driver license by the vehicle owner in Destiny. These verifications occur as automatic checks in the background. The operator receives either a confirmation of validity or information as to why the verification failed. The insurance verification system would add a verification of the insurance policy as another system check that occurs in the background. The operator would either receive a message on the screen that the policy was verified or a message that the verification failed and information pertaining to the cause of the failure (e.g. policy number not valid). The capability would also be web-based and available to DMV, the Metropolitan Police Department (MPD), and the Department of Public Works (DPW). A high level concept of operations is presented in the figure on the following page.

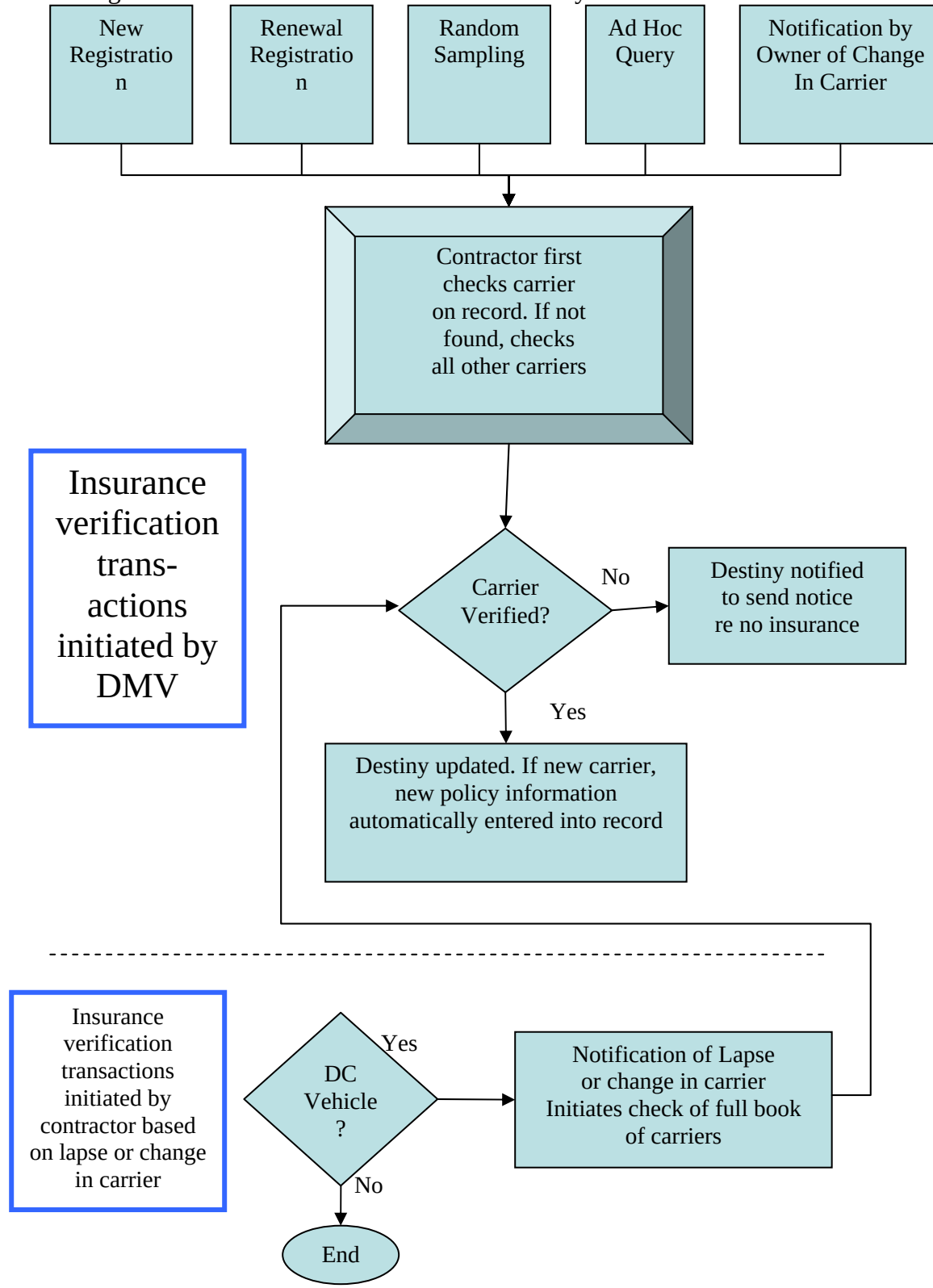
C.2.4 Financial Responsibility Insurance (SR22 Form)

- C.2.4.1 An option desired by DMV would be any capability that optimizes the processing of SR22 forms for insurance. SR22 insurance is Financial Responsibility Insurance. SR22 is the form number. There is a mandatory requirement for customers with DUI, judgements, etc. to maintain SR22 insurance, if they want a driver's license.

If a bidder has such a capability, a separate response and separate price should be bid as an option. Information on the process for bidding an alternative system or options are provided in the discussion of Figure 2. System Functionality.

Insurance Verification System

Figure 1. Overview of Insurance Verification System



C.2.5 District of Columbia Insurance Regulations

- C.2.5.1 The Compulsory/No-Fault Motor Vehicle Insurance Act requires that every person applying for registration or a reciprocity sticker in the District of Columbia (DC), have valid DC vehicle insurance. The insurance must be maintained as long as the vehicle is registered in DC. Lapses in coverage are subject to fines.
- C.2.5.2 If insurance coverage is terminated voluntarily or non-voluntarily for any reason, the vehicle tags and registration must be surrendered to the Department of Motor Vehicles immediately. Failure to surrender tags after termination or cancellation of insurance will result in the assessment of fines for each day the vehicle is not insured and a penalty for reinstatement of registration if the vehicle registration is subsequently renewed.
- C.2.5.3 DC law defines proof of insurance as "a document issued by an insurance company that lists the name of the insurance company, the policy number, the name or names of the insured, and the period of coverage for the insurance." Under District of Columbia law, motorists who are stopped by the police are required to display not only their driver's license and vehicle registration, but also proof of insurance. Metropolitan Police Department (MPD) officers enforce the "proof of insurance" law -- and the \$30 civil fine that is attached to this infraction.

The following are minimum insurance liability coverage requirements:

Coverage	Minimum Amount
Property Damage Liability	\$10,000
Third Party Liability	\$25,000 per person and \$50,000 per accident
Uninsured Motorist Bodily Injury	\$25,000 per person and \$50,000 per accident
Uninsured Motorist property damage	\$5,000 subject to \$200 deductible

- C.2.5.4 The Insurance Verification System shall be web-based to allow inquiry from workstations at any of DMV's four service centers, the Inspection Station, and various other agencies such as the Metropolitan Police Department. The system shall have an administrative function that allows DMV to easily identify access privileges by agency, group, or individual. Security controls shall include various levels of access from read-only access to full update capability.
- C.2.5.5 The DMV has an in-house system for driver licenses and vehicle registration called Destiny. The insurance verification system will be interfaced with the existing Destiny system to allow real-time transfer of insurance validation for issuance or renewal of a vehicle registration. The system should allow administrators to monitor activity at each site for each customer service representative including in person, mail and web registrations, and other operational data as well as cumulative statistical reports by site, by standard time periods (e.g., monthly) as well as by specified time periods (i.e., range of dates), and for real-time registrations and renewals as well as random inquiries.

C.2.5.6 A primary focus of the system should be business rules and technology considerations that minimize the potential for fraud. The system should also be configured with failover capability (i.e., redundancy) to ensure minimum outages and no single point of failure.

C.2.6 Current Program for Validating Insurance

C.2.6.1 All insurance companies that do business in the District of Columbia currently report to DMV, within 30 days, all vehicles that are registered in DC and are considered by the insurance companies to have terminated, expired or cancelled motor vehicle insurance policies. Insurance companies can choose one of the following electronic methods to report terminations to DMV:

- File Transfer Protocol (FTP) to a designated DC server using Secure Socket Layer (SSL).
- Entry of terminations on a secured web site provided by the DMV also using Secure Socket Layer (SSL).

C.2.6.2 This process, called Program for Insurance Electronic Reporting (PIER), is supposed to reduce manual efforts of both DMV and insurance companies. However, this has proven to be a very cumbersome process. Support is required daily to ensure file transfers from dozens of companies are completed. There are usually multiple problems daily with file transfers that require coordination with the insurance company in question to identify the problem, resolve it, and resend the file. Insurance companies must also undergo extensive testing when they apply to the program before files are acceptable and the process can be approved for implementation.

C.2.6.3 Additionally, this process only obtains cancellations. There is no process for obtaining verification of the policy when the customer registers a vehicle or renews their registration. Because the process is not “timely”, customers are often sent letters to verify their insurance when they have actually obtained insurance from another company. The manual process involved in updating the files based on information provided by the customer in this instance is also cumbersome and time-consuming. Consequently, the DMV is seeking a solution that minimizes the manual efforts required to validate and maintain vehicle insurance information.

C.2.7 How the Technical Addendum Is Organized

C.2.7.1 The technical addendum is organized in sections that identify specific District of Columbia standards, policies, and guidelines deemed critical to the successful integration of the Insurance Verification System with the District of Columbia’s enterprise architecture and support organization.

C.3 SYSTEM FUNCTIONALITY REQUIREMENTS

The purpose of this section is to provide history, concerns, and technical requirements for an Insurance Verification System. Potential vendors need to understand where the District of Columbia has been with this process and how the District of Columbia would like to build upon this system in the future.

The DMV's concept of insurance validation operations includes a capability that would not only meet current operational needs for the customers but also integrate with the current IT systems, environment and infrastructure to provide an opportunity for the future, not an obstacle to be addressed or circumvented.

C.3.1 COTS

C.3.1.1 When possible, the District of Columbia prefers a commercial off-the-shelf (COTS) system solution (i.e., an existing Insurance Verification System) or an Application Service Provider (ASP) solution that should satisfy a number of required operational and technical goals, rather than in-house development. The Statement of Work, however, identifies the DMV concept of insurance validation operations and does not restrict the solution other than as required for integration with the current architecture, network, and other standards (as defined in the Technical Addendum).

C.3.1.1.1 The system shall meet the following operational and technical requirements:

- Adhere to District of Columbia architecture guidelines, standards, and policies
- Adhere to District of Columbia standards for Disaster Recovery and redundancy (i.e., no single point of failure) within the application
- Provide District of Columbia with full ownership and control of data contained in the system
- Provide District of Columbia with business reports and the flexibility to generate ad hoc reports at the discretion of the District of Columbia
- Provide flexibility for the District of Columbia to generate ad hoc requests for insurance verification, real-time verification when a vehicle is registered as well as verification by batch processing of a random sample of registered vehicles.

C.3.1.2 Business Process Requirements and Interfaces

C.3.1.2.1 Real-Time Verification:

When either a new or renewal vehicle registration is attempted, Destiny, through the Insurance Verification System will query in real-time the insurance information provided by the citizen. It should be noted that renewal registrations may be processed in person, by mail, or on the web. In either case, real-time insurance verification will occur at the time the transaction occurs. This online inquiry shall receive the same response as someone picking up the phone and calling the insurance company to verify coverage, thus eliminating manual verification actions.

- C.3.1.2.2 If the insurance information is confirmed, the associated vehicle record in Destiny will be updated accordingly. If the information is rejected, error messages will be returned that identify the causal issue.
- C.3.1.2.3 If the policy is new, however, it may not yet be in the vendor's insurance database or insurance portal. An override would be made in Destiny that would allow the completion of the transaction and issuance of the registration. The record, however, would be marked as not verified. As part of batch processing of random selected files for re-verification, each registration record that was overridden and, therefore, is still not verified, would be included in every batch processed for the next 30 days. If the policy is verified, Destiny would identify the record as validated. If no valid policy match is found in 30 days, Destiny would process the record in accordance with procedures for handling uninsured vehicles.
- C.3.1.2.4 Insurance verification requests will contain the vehicle identification number (VIN), NAIC code of the insurance company, date of registration, date policy expires, owner's name and policy number. The request will automatically be generated by Destiny and sent to the Insurance Verification System (IVS). The IVS will respond with CONFIRMED or UNCONFIRMED and provide the reason it was not confirmed. The registration will then either be processed by Destiny, denied, or put on hold (except in the case of a web transaction) while the citizen consults with their insurance company in response to the reason the verification was unconfirmed. If this is a web transaction, the transaction will return the message and terminate if unconfirmed with an appropriate message generated by Destiny.
- C.3.1.2.5 Real-time verifications may also be requested by a customer service representative (CSR) at any time on any vehicle. An option will be provided in the Destiny system that the CSR may select which will trigger the real-time verification similar to a new or renewed vehicle registration. The difference in this case, however, will be an additional check on potential change in carrier and any potential lapse in coverage. If the verification check on the insurance of record provided by Destiny is not found, the IVS will check all other insurers to determine if the citizen has changed insurance companies. If a new policy is found, the IVS will provide the date the old policy lapsed and the date coverage was picked up under the new policy. If a new policy is found, the IVS will also provide the NAIC number, policy number, and policy begin and ending dates. The Destiny record will be updated accordingly and any lapse calculated and processed per current Destiny processes.

C.3.1.3 Ongoing Verification

- C.3.1.3.1 To ensure periodically that citizens are maintaining coverage, the IVS will process a batch file of randomly selected records on a timeframe to be specified during contract negotiations. It is estimated that the timeframe may be daily or weekly. The number of records in each batch will also be agreed upon during contract negotiations. The batch will also include new registrations for which a valid policy was not found, resulting in an override to continue processing. The record would be identified for inclusion in each batch file for the next 30 days.

C.3.1.3.2 The IVS will process each record in the batch, append a response, and return a file with the insurance status. This will also include the additional check on potential change in carrier and any potential lapse in coverage.

C.3.1.4 Cancellation Reporting

C.3.1.4.1 The IVS will also check all insurance carriers on a timeframe to be specified during contract negotiations, for any DC policies that have been terminated or lapsed. The VIN and name will then be used to search all other insurance carriers for DC to determine if a new policy was obtained. If a new policy is identified, the IVS will return the required insurance information including but not limited to name of carrier, policy number, date policy obtained and date policy expires. If a new policy was obtained but a lapse in coverage occurred, the IVS will report the new policy information and note the occurrence of a lapse to Destiny. If a new policy is not found, the IVS will report the date of cancellation of coverage on the vehicle.

C.3.1.5 VIN and other Data Mismatches

C.3.1.5.1 If the policy number, NAIC code and owner name are found but the VIN does not match the VIN provided by Destiny, the IVS will return the information with the VIN number from the insurance carrier. The CSR will need to determine which is valid and take actions accordingly. If the policy number, NAIC and VIN match but the owner names does not match, the error message will identify the mismatch. This applies to any other data to be returned to Destiny when insurance is verified. The error messages returned by the IVS should identify the data mismatch that caused rejection of the insurance.

C.3.1.6 “Full Book of Business”

The DMV expects the vendor to work with each insurance carrier providing coverage in the District of Columbia to obtain their “full book of business” at least monthly. The insurance carriers are not expected to report commercial policies.

C.3.1.7 Repeat Offenders

The Destiny system shall maintain an account of each time the vehicle was reported as uninsured (i.e., the policy could not be verified). Depending upon the level set by DMV, the repeat offenders will be included in the batch process to escalate the frequency the validity of the insurance policy is verified.

C.3.1.8 Optional Generation of Notices to Uninsured Vehicle Owners

The vendor shall provide a separate price to generate notices. Approximately 75,000 notices are mailed annually.

C.3.1.9 Service Level Agreement

- C.3.1.9.1 The District of Columbia expects a service level agreement (SLA) that ensures optimum system availability and a reasonable service response. The bid responses should include a proposed service level agreement including not only system performance but also maintenance and update schedules and criteria. There will be a penalty associated with failure to meet SLAs in a specified timeframe (e.g., monthly). DMV is open to input from the vendor on penalty parameters. If input is not provided, DMV will apply the in-house SLA standards and average penalties. This would typically be 99.9% availability, response within one hour, and resolution within 24 hours. Current penalties for SLA failures range from \$10 per incident to \$350 per incident depending upon the impact on operations.
- C.3.1.9.2 The maintenance agreement should contain an option for new releases as well as information on the past software release schedules. The maintenance agreement must also contain an agreement to migrate the system to any new releases of software required to operate the system. For example, if the system is compatible with the current Windows release (e.g., Vista) and Microsoft releases a new version, the IVS system must be compatible within three months of the release of the new version. DMV will have the option to decide when to implement the new version.
- C.3.1.9.3 The IVS must be accurate and up to date within 30 days of issuance of a policy. The vendor is expected to have an agreement with the insurance companies to provide full book of business at least every 30 days. Consequently, late update by the insurance company is not an acceptable justification for failure to meet this SLA. For any incomplete or late policy information that results in uninsured registrations that are not identified, a debit will be applied to the IVS invoice equivalent to the fine and fees for having a 30-day lapse in insurance. Currently the fine would be \$150 and the registration renewal fee would be \$98. If the fines or fees are increased by legislative action, the charges will increase accordingly. This requirement will be determined by comparing the information provided by the owner who has to prove valid insurance during this time period based on a suspension letter generated by Destiny if the insurance was not verified by the IVS system within 30 days. The goal of this SLA is to ensure DMV does not send a suspension letter based on lack of insurance to a vehicle owner who does have valid insurance but the vendor's database was not updated timely.

C.3.1.9.4 The Destiny system shall maintain a record of the date the insurance was verified. Unless the proposed pricing model is one charge per record regardless of the number of times the record is checked (up to the 30-day limit), there will be an SLA that addresses minimizing the number of hits required to verify the record. For example, if the proposed pricing model charges for every transaction that checks for valid insurance, the longer it takes to obtain verification, the more time DMV must pay for a verification check. If the average timeframe for all verifications exceeds a specified number of days to be determined during contact negotiation or if the real-time verification results in a hit rate of less than X% (to be determined during contraction negotiations) that are attributable to the insurance database often not being updated until the maximum allowable timeframe of 30 days. The goal of this SLA is to encourage the vendor to maintain as timely a database as possible. A hard copy is due with the offeror's proposal but the SLA will be finalized during contract negotiation.

C.3.1.10 Training

The bid response should include a proposed training program not only for implementation but also for periodic review, especially for any enhancements or version releases. Training should be held onsite and may be a combination of classroom and hands-on instruction. A major deliverable will be training documentation. It is preferred that the training material be available online and be text sensitive.

C.3.1.11 Project Plan

In their proposal, the vendor shall include a comprehensive project plan addressing how they intend to meet the requirements in this SOW. The project plan shall include milestones, support required of the District of Columbia, training plan, and any other components that serve to demonstrate the vendor's familiarity and competence with system implementations. A hard copy is due with the offeror's proposal but it will be finalized during contract negotiations.

C.3.1.12 Weekly Status Reports

Weekly status reports for a weekly status meeting. The status reports shall track all scheduled and unscheduled activity for the week in question, all upcoming tasks, outstanding tasks, problems, issues and any other information the DMV deems is needed to evaluate the project status and to ensure the tasks are completed and approved as identified in the project plan. The weekly status reports shall also contain assignments for the upcoming week and responsibilities for tasks or actions items not noted in the project plan.

Technical Addendum

C.4 ARCHITECTURE

District of Columbia requires that the system must have the flexibility to increase the testing volume and allow for flexibility within the application for any future changes required by the District of Columbia. The selected vendor's application should follow the guidelines provided below.

C.4.1 Application

C.4.1.1 Applications architecture defines the application required to support the District of Columbia's functions and to manage its information. The application's architecture contains high-level descriptions of the capabilities and benefits of all the applications that support the District of Columbia. It identifies the functions supported by the applications, the data created, updated, or referenced by the applications, and the current applications affected.

C.4.1.2 The purpose of the applications architecture is to provide an organized application that will improve the District of Columbia's overall effectiveness and productivity, from a business, and customer service perspective. This will provide strategic and differentiated customer services to improve operational and cost advantages.

Quality	Architectural Requirements
Scalable	• Number of clients should be able to grow significantly with a linear increase in network and server load • Amount of data should be able to increase substantially without degradation of performance and response time
Flexible	• Application logic should be table-driven and meet system and business performance requirements • Programs easily support changing business rules • Programs are structured and well documented • Programs should be designed for ease of maintenance and impact analysis • New service technologies should be accommodated as per District of Columbia requirements and standards.
Modular	• Well-structured and organized programs minimize impact on other modules • Programs are organized to maximize the use of re-usable or common logic

	• Business processes flow quickly
Client/Server	• The vendor must provide the application infrastructure that is based on the client/server model. This model must also follow the software/hardware standards approved by OCTO.
Production Volume Proven	• Applications should have a satisfactorily high-volume production performance history • Applications should be stress tested to prove performance capacity well above that observed or predicted for normal production use
Application Adaptability	Applications should be able to be quickly transformed to support the District of Columbia's direction
Redundancy	• Application should be designed with fault tolerance in mind at an overall application architecture level.

C.4.2 Information and Data

C.4.2.1 Information architecture identifies the major kinds of data that support management functions. Good data architecture has minimal changes over time, has sound fundamental data definitions, and remains flexible with respect to market changes and business perspective.

C.4.2.2 To achieve this flexibility, data is defined independently of who uses it, where it is used or stored, when it is used, the sequence in which it is used, and which applications and technologies manage it.

C.4.2.3 A sophisticated data architecture that supports change brings the advantages of accelerating communication flow and of improving management decision-making and control functions. Equally important, robust data architecture has powerful potential to increase service quality levels and shorten service delivery timelines.

Quality	Architectural Requirements
Data Model	• Allows services to be maintained as distinct entities and to be related in accordance with the District of Columbia's information requirements • Is developed and maintained rigorously • Links to the business objectives and integrates with the relational database and dictionary • Contains all data required to support the current business and the defined strategy to incorporate new service offerings • Efficiently and effectively enhances business productivity • and application performance

Quality	Architectural Requirements
	Data is normalized to eliminate the occurrence of redundant data
Relational Database	- Uses an industry-wide accepted standard - Requires minimal de-normalization for performance considerations - Exploits hardware capabilities - Maintains critical data rules - Demonstrates performance under high volume

Network

Quality	Architectural Requirements
Topology	- Compatible with TCP/IP for all data communication - Accommodates standard and emerging technologies with support standards such as T1, T3, frame relay, ATM, and ISDN, 802.11a/b/g/x
Scalability	- Network must be scalable and allow for growth - Able to add platforms and specialize their use (such as establishing separate servers for each location that will connect with a central server without performance degradation) - Able to position systems geographically with the ability to reallocate/redesign placement of hardware without performance degradation
Open Standard Protocol	- Protocols must be open standard. - OCTO has selected TCP/IP as its standard

C.4.3 Software Requirements

C.4.3.1 The vendor shall provide a Help Desk or a technical contact person for resolution of system problems during the following hours:

- Monday through Saturday from 6 a.m. until 8 p.m.

C.4.3.2 The vendor shall describe the technical support to be provided including an escalation process for problems. The escalation process shall contain names, titles, contact numbers and the person's location.

C.4.4 Performance Requirements

C.4.4.1 The contractor shall guarantee the following system performance levels, in addition to any which may appear in the statement of work:

- On-line system availability level of 99.99 percent in any calendar month. Availability shall be calculated based on system operational requirements (i.e., Monday through Saturday from 6 a.m. to 8 p.m.) and not on a 7 X 24 basis. To ensure this availability, the

vendor shall provide redundant system components with no single point for failure for real-time failover for business continuity.

(b) An average system response time at each workstation of 2 seconds or less over a one week period;

(c) Online, on demand, and batch processing availability and delivery of regular production management reports

C.4.4.2 If the system is down and verification cannot be fulfilled, the attempt will be noted as incomplete and resubmitted periodically until the system is operational. Similarly, if the Offeror's system notes policies that have cancelled and should be reported or have cancelled but a new policy picked up for that customer with another provider, the records in question shall be resubmitted when the system is again operational.

C.4.5 SECURITY

Security features shall include login IDs and passwords for persons generating reports of activity and results of inquiries.

C.4.6 Inspect and Test

The District of Columbia has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District of Columbia shall perform inspections and tests in a manner that will not unduly delay the work.

C.4.7 Inspection Failure

If any of the services do not conform to the contract requirements, the District of Columbia may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount.

C.4.8 Defects

When the defects in services cannot be corrected by performance, the District of Columbia may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements at no cost to the District of Columbia.

C.4.9 Failure to Comply

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance is in conformity to contract requirements, the District of Columbia may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District of Columbia that is directly related to the performance of such services, or (2) terminate the contract for default.

C.4.10 Quality Assurance

The Project strategy for quality assurance will be to focus on the quality of the documentation, coding standards, deliverables, and Business Continuity Plan as well as the management of the project schedule and the priority of achieving system response times that adequately support the District of Columbia's workflow. Additionally, the application, inclusive of all its components, will ensure that all the related documented standards are enforced. Quality assurance activities provide an ongoing assessment of these factors. This involves evaluating progress against requirements and the review of deliverables. In addition, quality assurance activities will interact closely with and support risk identification, on-going risk monitoring, and contingency planning. Quality assurance will also ensure that the application and database allow for the future growth.

C.4.11 Testing

C.4.11.1 The successful vendor will be required to develop and acquire District of Columbia's approval on a comprehensive test plan within the first month of the project.

C.4.11.2 The Contractor must describe a comprehensive approach, method, and lifecycle for all testing. Testing shall not be limited to the executable system. Rather, testing should be built into all systems integration and test development life-cycle phases. Testing of interfaces and data exchanges should be coordinated with the systems in question.

C.4.11.3 The project implementation plan including the testing plan and schedule shall not exceed four calendar months in duration. The vendor is expected, however, to maintain a business analyst and technical support person on site for an additional month to ensure all system capabilities function as required and are accurate and reliable.

C.4.12 Documentation

The vendor shall provide three levels of documentation at the end of the testing phase for the following audiences and updated before final system acceptance:

1. Systems staff responsible for administering the system. This documentation should include information on the system architecture, functions, database, installation, and any other tasks normally required of a system administrator.
2. Users of the system that includes DMV staff responsible for running reports and generating ad hoc reports. This documentation should include a workflow of the system functionality and a brief description of all reports that may be obtained from the system. Instructions and a user guide are also required for the ad hoc reporting capability.
3. All users. A Quick Guide is requested. This should include a one-page, laminated 'cheat sheet' with major functions and process flows identified for training and reference purposes.
4. User and System Documentation: A sample shall be provided with the offeror's proposal, final documentation will be delivered as defined in the documentation section of this SOW.

C.4.13 Acceptance Criteria

For each implementation deliverable, the vendor and the District of Columbia will define and agree upon specific acceptance criteria. Additionally, the first 30 days of the implementation will be considered a pilot phase. This is to further ensure the conformance to the requirements and the District of Columbia's quality standards. All the pre-determined transactions, as defined by the vendor and the District of Columbia, need to be successfully executed prior to the completion of the pilot phase. Contractor is expected to coordinate and ensure the completion of the Pilot Phase. For this Pilot Phase, the District of Columbia will provide final acceptance for the successful execution of all pilot scenarios and transactions prior to the final implementation of ticket processing system.

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 November, 2004.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 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 November, 2004.

E.2 Monitoring Plan

Work performed under the contract will be monitored on a daily basis by the Contracting Officer's Technical Representative (COTR) for timeliness and quality. Deficiencies will be noted in a weekly report.

PERFORMANCE MONITORING PLAN		
Performance Requirements	Performance Standards	Surveillance Method & Frequency
<i>Outcomes, Outputs</i>	<i>Quantity, quality, timeliness, accuracy, effectiveness, cost</i>	<i>Reviews, surveys, inspections, data analysis</i>

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of four months from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may exercise the option in this contract 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 at least thirty (30) days before the contract expires. The preliminary notice does not commit the District. The exercise of the option is subject to the availability of funds at the time of the exercise of the option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0001	Project Plan (finalized)	1	Hard copy	Upon award of contract	COTR
0002	Service Level Agreement (finalized)	1	Hard copy	Upon award of contract	COTR
0003	User and System Documentation	1	Hard copy	Upon award of contract	COTR
0004	Testing Plan	1	Hard copy	30 days after award of contract	COTR
0005	Weekly Status Report	1	Hard copy	Weekly after award of contract	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Chief Technology Officer
441 4th Street NW, Suite 960N
Washington, D.C. 20001
Telephone No.: 202-727-2277

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is at least 1,000 or 50 percent of the total contract price.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

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

G.6.2.2 The Contractor must pay any 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.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Kenneth Morrow, Contracting Officer
Office of Contracting and Procurement
441 4th Street, N.W., Suite 971 North
Washington, DC 20001
Telephone: 202-724-3959

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

Libby Clapp
Chief Information Officer
Department of Motor Vehicles
202-729-7100
Libby.clapp@dc.gov

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified 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 2005-2103, Revision No. 6 dated May 29, 2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section **J.1.1** of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the 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.2.3**) in which the Contractor shall agree that:

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

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

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

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

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

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

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

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

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

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

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

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

H.6 PROTECTION OF PROPERTY:

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

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

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

H.9 DISTRICT RESPONSIBILITIES

H.9.1 The District of Columbia shall perform inspections and tests in a manner that will not unduly delay the work.

H.9.2 The District of Columbia will provide final acceptance for the successful execution of all pilot scenarios and transactions prior to the final implementation of ticket processing system.

H.9.3 The District of Columbia will provide space for training on site.

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1 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.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.12 ADVISORY AND ASSISTANCE SERVICES

This contract is a “nonpersonal services contract”. It is therefore, understood and agreed that the Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or

control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.13 HIRING OF EMPLOYEES

By accepting this contract, the Contractor agrees that the District, at its discretion, may hire an individual who is performing services as a result of this contract, without restriction, penalties or fees.

H.14 WAY TO WORK AMENDMENT ACT OF 2006

H.14.1 Except as described in H.14.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.14.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.14.3 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.14.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.14.5 The Contractor shall provide a copy of the Fact Sheet attached as **J.1.2** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.1.2** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.14.6 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.14.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.14.8 The requirements of the Living Wage Act of 2006 do not apply to:

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

- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.14.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

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

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- I.8.1 A. GENERAL REQUIREMENTS:** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage either before or after contract award but before work commences prior to commencing work. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor rating of AA or higher, or a Moody rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable

Insurance Verification System

insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement: The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operation performed, that it carries \$1,000,000 limits per occurrence; \$2,000,000 per aggregate; \$1,000,000 includes products and completed operations; and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured. District added as an additional insured.
3. Workers' Compensation Insurance: The Contractor shall provide Workers' Compensation insurance in accordance with statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

4. Umbrella or Excess Liability:

Per Occurrence for Each Wrongful Act: \$2,000,000.

5. Crime Insurance: The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and 1,000,000 per aggregate for each wrongful act.
- B. DURATION. Except as proved in I.8.1.A, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and lease equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No.6, dated 5-29-08

J.1.2 Living Wage Act of 2006

J.1.3 OCTO Software Standards

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

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

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Cost/Price Data Package

J.2.5 Matrix Form – Figure 2, System Functionality

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

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: _____
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

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

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

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS**

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

Offeror_____Date_____

Name_____Title_____

Signature_____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

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

K.8 Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.

- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

___ Alexandria, Virginia
___ Alexandria Public Schools
___ Alexandria Sanitation Authority
___ Arlington County, Virginia
___ Arlington County Public Schools
___ Bowie, Maryland
___ Charles County Public Schools
___ College Park, Maryland
___ Culpeper County, Virginia
___ District of Columbia
___ District of Columbia Courts
___ District of Columbia Public Schools
___ District of Columbia Water & Sewer Auth.
___ Fairfax, Virginia
___ Fairfax County, Virginia
___ Fairfax County Water Authority
___ Falls Church, Virginia
___ Fauquier County Schools & Government, Virginia
___ Frederick, Maryland
___ Frederick County, Maryland
___ Gaithersburg, Maryland
___ Greenbelt, Maryland
___ Herndon, Virginia
___ Loudoun County
___ Loudoun County Public Schools
___ Loudoun County Sanitation Authority
___ Manassas, Virginia

YES NO JURISDICTION

___ City of Manassas Public Schools
___ Manassas Park, Virginia
___ Maryland-National Capital Park & Planning Comm.
___ Metropolitan Washington Airports Authority
___ Metropolitan Washington Council of Governments
___ Montgomery College
___ Montgomery County, Maryland
___ Montgomery County Public Schools
___ Prince George's County, Maryland
___ Prince George's Public Schools
___ Prince William County, Virginia
___ Prince William County Public Schools
___ Prince William County Service Authority
___ Rockville, Maryland
___ Spotsylvania County Schools
___ Stafford County, Virginia
___ Takoma Park, Maryland
___ Upper Occoquan Sewage Authority
___ Vienna, Virginia
___ Washington Metropolitan Area Transit Authority
___ Washington Suburban Sanitary Commission
___ Winchester, Virginia
___ Winchester Public Schools

Vendor Name/ Revised 2/18/09

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 or multiple contract(s) 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** 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. **“Proposal in Response to Solicitation No. DCTO-2009-R-0097 – Purchase an Insurance Verification System.”**

(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.2.1 Proposal Contents

The proposal shall contain the following sections.

L.2.2 Section I. Corporate Information

A maximum of five pages may be dedicated to the history, structure, personnel, and any other information about their company/corporation the bidder feels is pertinent to the system under consideration.

L.2.3 Section II. Description of System Being Proposed

- a. A maximum of 30 pages are permitted for description of the system being proposed. Any pages in excess of that number will be removed prior to evaluation and not considered by the evaluation committee.
- b. The system description must contain screen shots and reports for each of the six functions identified in this RFP (see Table 2. 'System Functionality'). A flowchart is also required that describes the business process and system flow pertinent to each function.
- c. The section must also contain Table 2. 'System Functionality' as it pertains to the solution being proposed. Information in the table should not duplicate information already provided in the description of the system being proposed. The table should focus on what is requested but is not available or is not being proposed. The first 30 pages of this section should have already described what functionality is being proposed in response to the desired system functionality. The table shall not exceed 20 pages.

L.2.4 Section III. Experience and Current Implementation

- a. A maximum of four pages are permitted to describe each implementation by the Offeror of systems with functionality similar to that being requested in this RFP. Information should be included on the areas in which the system in question does not meet the desired functionality. If the system in question contains additional functionality that may be pertinent, that should also be described and screen shots or sample report provided if appropriate. Bidders may provide information on as many implementations as they feel are pertinent to this RFP within the page limitation.
- b. A list must also be included of potential sites to visit with operational systems with functionality similar to that requested in this RFP. The list should include the location, contact person name and number, date implemented, volume of insurance verifications processed monthly, and the number of registered vehicles. A bidder may propose a system which is not currently operational or is only partially operational but must be in some phase of implementation for the customer in question. This will not preclude the bidder from consideration. It may, however, be awarded a lower value in the evaluation process.

L.2.5 Section IV. Alternative System Proposals

- a. If the bidder noted in Table 2. 'System Functionality' that an alternative solution was to be proposed, a description should be provided in this section. A maximum of 30 pages may be used to describe the proposed alternative. The section should begin with an argument justifying the need to consider an alternative solution and why the one being proposed is a better solution than the functionality required in the RFP. The section should then contain a description of the alternative solution including sample screen shots and reports. The bidder should note where the capability is operational, when implemented, volume processed, etc as noted above. The section should clearly state the benefits of this alternative solution versus that requested in the RFP as well as provide sufficient description of the differences in the solutions.

L.2.6 Section V. Architecture, Hardware, and Software

- a. The bidder must provide the proposed architecture, hardware and software. The architecture should include a graphic layout of the proposed architecture including telecommunications.

L.2.7 Section VI. Proposed Implementation Plan and Schedule

- a. The bidder must provide an implementation plan and schedule that reflects their understanding of the requirements and their experience of the tasks and timeframes similar to the system requested in this RFP. The actual project plan and implementation schedule will be determined during contract negotiations.

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

L.3.1 Proposal Submission

Proposals must be submitted no later than **March 26, 2009**, Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

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

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of the Chief Technology Officer, 441 4th Street N.W., Suite 971 North, Washington, D.C. 20001, telephone (202) 724-3959, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of the Chief Technology Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of the Chief Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

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

Kenneth Morrow
Contracting Officer
Office of Contracting and Procurement
Office of the Chief Technology Officer
441 4th Street N.W., Suite 971 North
Washington, D.C. 20001
Phone: 202-727-5274

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.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 SITE VISITS

The District reserves the right to visit a site where the vendor's system is fully operational. Consequently, the bidder must include one or more sites at which the bidder's system is operational. If the District decides to make site visits, the District will seek permission from the organization and will coordinate the trip logistics. The District will only consider site visits for the bidders whose proposals have been determined to be within the competitive range.

L.21 ORAL PRESENTATIONS

- L.21.1 The District reserves the right to request oral presentations from the bidders whose proposals have been determined to be within the competitive range. Oral presentations will be made at 441 4th Street, Washington, DC (room to be determined). The pertinent bidders will be provided two weeks notice to prepare for the presentation. The oral presentation will involve a two-hour presentation in the morning and a two-hour question and answer session in the afternoon.
- L.21.2 The oral presentations should provide information that augments their proposal and should provide an opportunity for dialogue among the parties. A specified set of questions will be provided at the time the oral presentations are scheduled. Questions will address issues such as risk, business continuity, work plans, recommendations on potential pilot, implementation problems encountered in other projects, potential problems anticipated with the District of Columbia implementation, emerging technologies that may have future potential to enhance DL/ID card system and document scanning process, future enhancements already anticipated by the bidder, etc. The presentation committee should include the project manager proposed for the implementation, the account manager to support the system once it is operational, and the technical manager responsible for overall operations.

L.22 OPTIONAL TEST VERIFICATION

The District reserves the right to request that the offerors use a test file provided by the DMV to run a test of their verification process. The outcome of the test should list the number of records with valid insurance and a printout of the records that could not be validated along with the reason for rejection. An additional printout would include those records that had valid insurance but it was not the policy provided in the test file. The DMV should be able to determine the percentage of records that were fully validated, percentage of records that had valid insurance but not the policy initially provided in the file, and percentages of records that could not be found for reasons including but not limited to no known insurance company, VIN or other identifier did not match, name was correct for the policy number but address was incorrect, etc. The data and information on the specifics of this optional test will be provided with two weeks notice to the offerors. If the optional test is requested, the results will be included in the evaluation.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M. 4 EVALUATION CRITERIA

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

1. The extent to which the proposed system meets the capabilities requested in the SOW. The proposal must address how the proposed system meets each of the requirements. If oral presentations are conducted, the extent to which the presentations responded to the specified questions and in the question and answer session.
2. The project plan developed by the vendor that indicates how the vendor will implement the system and meets the requirements in the SOW. The plan shall include more than a Gant chart. The plan should also include workflows and descriptions of business processes and how they meet DMV's needs as defined in the Statement of Work. The plan shall be judged not only in terms of the implementation schedule feasibility but also in terms of the vendor's overall understanding of the tasks to be accomplished to ensure the system is implemented on schedule.
3. Vendor's experience in the delivery of insurance verification systems including a number of operational installations. Proposal submissions should include three references of customers with similar insurance verification system needs. It should also include the resume of the specific project manager proposed to implement this system, the account manager proposed to manage operations once the system is implemented, the technical manager responsible for the bidders overall operations involving all insurance verification system customers, and any other technical staff that would be involved in the implementation. Vendor may not change personnel if awarded the proposal without the approval of the District of Columbia DMV.

M.4.1 TECHNICAL CRITERIA (75 Points)

M.4.1.1 Proposed system meets the capabilities in SOW (**40 points**)

M.4.1.2 Project Plan (**15 points**)

M.4.1.3 Vendor's experience (**20 points**)

M.4.2 PRICE CRITERIA (25 Points)

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

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

M.4.3 PREFERENCE (12Points)

M.4.4 TOTAL (112 Points)

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.

M.6 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.6.1 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 proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.7.1 General Preferences

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

- M.7.1.1 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.7.1.2 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.7.1.3 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.7.1.4 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.7.1.5 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.7.1.6 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.7.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.7.2.1 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 proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.7.2.2 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 proposals submitted by the ROB in response to an RFP.
- M.7.2.3 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 proposals submitted by the LRB in response to an RFP.
- M.7.2.4 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 proposals submitted by the LBE in response to an RFP.
- M.7.2.5 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 proposals submitted by the DZE in response to an RFP.
- M.7.2.6 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 proposals submitted by the DBE in response to an RFP.

M.7.3 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 proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.7.4 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.7.5 Vendor Submission for Preferences

M.7.5.1 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.7.5.1.1 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.7.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.7.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.7.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.