



REQUEST FOR PROPOSAL  
INFORMATION TECHNOLOGY SUPPORT SERVICES

September 27, 2012

District of Columbia Retirement Board  
900 7<sup>th</sup> Street NW; Suite 200  
Washington, D.C., 20001

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <i>Information Technology Support Services</i>		Page of Pages 1   54	
2. Contract Number	3. Solicitation Number  DCRB-12-016	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued  9/27/2012	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001			8. Address Offer to: District of Columbia Retirement Board Procurement 900 7th Street, NW, 2nd Floor Washington, DC 20001		

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at Above Address until 14:00 local time 30-Oct-12  
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See Solicitation. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Yolanda Smith	B. Telephone			C. E-mail Address <a href="mailto:yolanda.smith@dc.gov">yolanda.smith@dc.gov</a>
		(Area Code) 202	(Number) 343-3200	(Ext)	

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**OFFER**

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

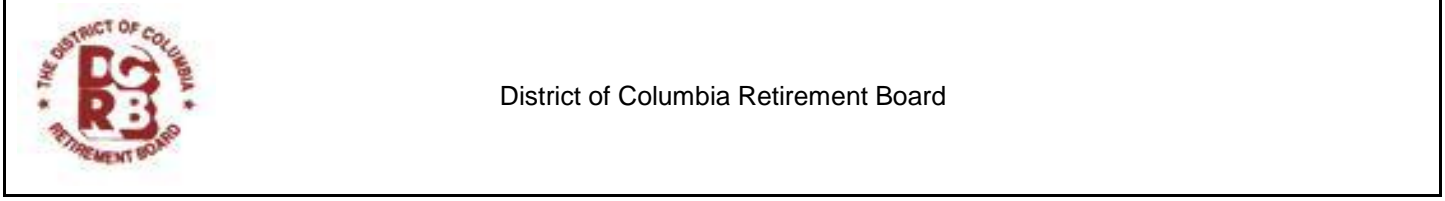
13. Discount for Prompt Payment  10 Calendar days %     20 Calendar days %     30 Calendar days %     \_\_\_ Calendar days %

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Retirement Board (the “DCRB”) is soliciting proposals from qualified professional vendors for a full range of Information Technology Infrastructure support services.

**B.2** The DCRB contemplates award of a Firm Fixed Priced Contract.

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.3.1 BASE PERIOD (THREE (3) YEARS)**

**B.3.1.1 Base Period - Year One (1) of Three (3):**

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hours	Rate/Salary	Total Labor
1001	Level 1 Service Desk Analyst(s)				
1002	Level 2 Desk Side Support Technician(s)				
1003	Level 3 Sr. System Administrator(s)/Subject Matter Expert (SME)				
1004	Engagement Manager				
<b>Total Direct Labor (B.3.1.1)</b>					

**B.3.1.2 Base Period - Year Two (2) of Three (3):**

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hours	Rate/Salary	Total Labor
2001	Level 1 Service Desk Analyst(s)				
2002	Level 2 Desk Side Support Technician(s)				
2003	Level 3 Sr. System Administrator(s)/Subject Matter Expert (SME)				
2004	Engagement Manager				
<b>Total Direct Labor (B.3.1.2)</b>					

**B.3.1.3 Base Period - Year Three (3) of Three (3):**

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hours	Rate/Salary	Total Labor

3001	Level 1 Service Desk Analyst(s)				
3002	Level 2 Desk Side Support Technician(s)				
3003	Level 3 Sr. System Administrator(s)/Subject Matter Expert (SME)				
3004	Engagement Manager				
<b>Total Direct Labor (B.3.1.3)</b>					

**B.3.1.4 Total Base Period - Year One (1) – Year Three (3):**

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hours	Rate/Salary	Total Labor
0001	Level 1 Service Desk Analyst(s)				
0002	Level 2 Desk Side Support Technician(s)				
0003	Level 3 Sr. System Administrator(s)/Subject Matter Expert (SME)				
0004	Engagement Manager				
<b>Total Direct Labor (B.3.1.4)</b>					

**B.3.2 Option Periods**

**B.3.2.1 Option Year One (1):**

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hours	Rate/Salary	Total Labor
4001	Level 1 Service Desk Analyst(s)				
4002	Level 2 Desk Side Support Technician(s)				
4003	Level 3 Sr. System Administrator(s)/Subject Matter Expert (SME)				
4004	Engagement Manager				
<b>Total Direct Labor (B.3.2.1)</b>					

**B.3.2.2 Option Year Two (2):**

CONTRACT LINE ITEM NO. (CLIN)	Item Description	Quantity	Hours	Rate/Salary	Total Labor
5001	Level 1 Service Desk Analyst(s)				
5002	Level 2 Desk Side Support Technician(s)				
5003	Level 3 Sr. System				

	<b>Administrator(s)/Subject Matter Expert (SME)</b>				
<b>5004</b>	<b>Engagement Manager</b>				
<b>Total Direct Labor (B.3.2.2)</b>					

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

## **SECTION C: SPECIFICATIONS/STATEMENT OF WORK**

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

To provide Enterprise System Service Support to the following two locations: The DCRB Headquarters: 900 7<sup>th</sup> St. N.W., Suite 200 Washington DC and Data Center: 21691 Filigree Ct, Ashburn, VA 20147 that will be managed by DCRB through the use of Service Level Agreements (SLA).

**C.1.1** The proposed support services will encompass the entire IT infrastructure which includes:

- (a) Service Desk Management
- (b) User/Deskside Support
- (c) Network (LAN/WAN) Administration
- (d) Server Administration and Storage systems (NAS/SAN)
- (e) Backup and Recovery Administration
- (f) Preventive maintenance
- (g) Security
- (h) Disaster avoidance/recovery and Business continuity

### **C.2 Services Required**

The vendor is responsible for maintaining system documentation (software, hardware, etc.), providing necessary IT support to staff, providing replacement schedules for hardware and software, as well as providing ongoing support for DCRB IT infrastructure both in its current state and with future upgrades. The contractor will provide the services and support to the IT infrastructure which will include servers, storage area networks (SANs), mobile devices, operating system software, peripheral computer equipment, wireless networking, software licensing administration, network connectivity, weekly and monthly reports (including disk usage, inventory/asset management, software licensing with contract expirations dates), and end user surveys). The following details the deliverables/services to be provided to the District of Columbia Retirement Board in the area of information services

#### **C.2.1 Service Desk Management**

DCRB is strictly adhering to the current Information Technology Infrastructure Library (ITIL) V3 practice. Symantec Altiris Service Desk will be utilized as a unified business operations support and as the central point of contact between users and IT services of the agency on a day to day basis to provide high quality IT services support. The Contractor shall use and enforce ITIL processes that including Incident Management, Problem Management, and Change Management. ITIL processes shall be used to standardize practices across the board for reporting incidents, tracking incidents,

problem identification and resolution, and escalation procedures based on SLA requirements. In addition to making and managing change requests, and coordinating with 3rd party solution providers to assist in resolving IT related issues, the Contractor shall take ownership of incidents until full resolution.

### **C.2.2 User/Deskside Support**

Once entered into Altiris Service Desk, User and Deskside support functions are to be performed as required. Basic support functions include installing PCs, laptops, mobile devices, printers, peripherals, and office automation software; diagnosing and correcting desktop application problems; configuring laptops and desktops for standard applications along with identifying and correcting end user hardware problems, and performing advanced troubleshooting. Maintain an up-to-date inventory of all agency computer related hardware and software in the Symantec Altiris ITMS using ITIL V3 Asset Management process and procedures.

### **C.2.3 Network (LAN/WAN) Administration Services**

Scope of activities include installation, configuration, administration and maintenance of all DCRB network equipment including switches, firewalls, routers, proposed load balancing equipment, cabling, and other security devices. Provide primary installation and maintenance of printers, network copiers/scanners, fax machines etc. Provide regular analysis, routine configuration changes, and installation of patches and upgrades. Provide alert notifications to designated DCRB personnel in the event of failures. Complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, and report when specified thresholds are reached. Perform network performance and capacity management services, and network troubleshooting. Maintain and update network documentation and procedures.

### **C.2.4 Server and Storage Systems Administration Services**

Activities under the server and storage systems services include: Managing computer systems, servers and networks with complex applications; Managing a clustered environment virtualized with VMware technology; Maintaining database, messaging, web and other servers and associated hardware; Maintaining software, communications, and operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the storage systems (SANs/NASs) including space allocation, administration, and maintenance procedures required for optimum operation.

## **C.2.5 Preventive Maintenance of Systems**

Ensure scheduled preventive maintenance for equipment is performed properly and promptly; Maintain maintenance records for equipment; Report Server performance and capacity management services when specified thresholds are reached; Provide Configuration management, including changes, upgrades, patch management etc.; Support DCRB business critical applications and other specialized software products of the DCRB as it relates to the operating system and associated hardware. Manage user logins and security; Conduct engineering, planning, and design services for major system enhancements, including installations and upgrades of new or existing systems. Examples include major server upgrades, storage system upgrades, redesign of backup systems, etc. Install new servers, software and hardware and transfer data when required.

## **C.2.6 Backup and Recovery Administration**

Ensure all DCRB requirements of data backup policies are met. Follow procedures to handle daily, weekly and monthly backup of data, databases and servers. Responsible for backup and recovery management that includes tape media storage, rotation and data replication. Create a backup and recovery plan, which establishes guidelines and documents procedures to prevent problems that might cause data loss or interruption to DCRB's IT operations, and allows recovery as quickly as possible if such events do occur. Create strategies that identify the types of recovery plan for each of DCRB's environments. Restorations and recovery shall be simulated by testing backups periodically to ensure backup files are recoverable.

## **C.2.7 Security**

The contractor will perform active security monitoring and management using the tools provided by DCRB and will adhere to the agency's security policies and procedures. The contractor will assist the agency in drafting and maintaining those policies, and assist the agency in becoming, FIPS 140-2, NIST 800-53, FIPS 199, and PCI compliant. In addition, the contractor will assist DCRB in evaluating, planning, and designing a private segregated network within DCRB's internal IT environment as a future security upgrade to the agency network. The selected vendor will monitor, maintain and manage hardware and software to provide virus protection, security compliance, intrusion prevention and detection, firewalls screenings, and other security systems as necessary in DCRB's environment. Perform regularly scheduled security audits and vulnerability scans and notify DCRB personnel immediately of suspected breaches of security or intrusions detected.

**C.2.8 Disaster Avoidance/Recovery and Business Continuity** -DCRB will be operating clusters of servers within two data centers using a virtualized environment and is implementing the latest technology to accomplish its goal. The plan will include disaster recovery and business continuity capabilities with redundant servers in these alternate locations to ensure that business operations will continue in the event of a failure. The contractor will work with DCRB to acquire, implement, configure, and administer the components for the technology infrastructure. The contractor shall be responsible for adhering to the current approved disaster recovery policies and procedures implemented by DCRB, including recovery at sites and locations specified by the agency. The



contractor will provide proven system recovery and restoration process and procedures for use by DCRB.

### **C.3 Levels of Support**

#### **C.3.1 Level 1 (Service Desk Analyst) - Remote/toll free call center 24/7/365**

Responsible for tasks within the Incident Management Process using Symantec Altiris Service Desk:

- (a) Receive customers IT service requests via telephone, email, walk-in or self-service trouble ticket;
- (b) Troubleshoot and triage service requests using the phone and/or remote access;
- (c) Resolve service tickets or escalate to other support entities;
- (d) Perform incident management to ensure trouble tickets are addressed according to the specified SLA;
- (e) Identify trouble ticket trends, escalate identified problems to supervisory personnel, and perform problem management to ensure problems are addressed in a timely fashion;
- (f) Serve as the primary support interface between DCRB IT and all DCRB end-users;
- (g) Resolve as many incidents as possible during the initial incident report for user/customers via emails, phone calls and or remote access via Remote Desktop connectivity;
- (h) Communicate with the affected users/customers on all progress updates until issue resolution;
- (i) Assign and route incident tickets that have not been resolved during the level one support process to other levels of support as needed and required;
- (j) Register and classify received Incidents to undertake an immediate effort to restore a failed IT service as quickly as possible;
- (k) If no ad-hoc solution can be achieved, 1st Level Support will transfer the Incident to the expert technical support group (2nd Level Support);
- (l) Keep users informed about their Incidents' status at required intervals via email or phone.

##### **C.3.1.1 Service Level 1 Personnel Qualifications**

- (a) 1-2 Years direct experience in an IT Help Desk and Enterprise Ticket Management Systems. (Altiris, Remedy etc...)
- (b) Basic understanding of IT Service Management processes (Incident, Problem, Service Level, and Service Catalogue).
- (c) Technical skills needed to provide adequate Service Level 1 assistance; such as password reset, remote software installation, remote printer installation, and remote desktop support.
- (d) Minimum Certifications: Any (2) or any (2) equivalents of: A+, MCP, HDI Support Center Specialist, Network+, and ITIL v3 Foundation.

- (e) Minimum Education: Two-year Associate Degree from an accredited U.S. school. (Additional 2 years of experience may substitute for 1 year of education).

### **C.3.2 Level 2 (Desk Side Support Technicians) - On-site during prime hours**

- (a) Responsible for all user/customer desktide reported problems;
- (b) Face to face desktop support to DCRB internal customers;
- (c) Receive customer IT service requests via telephone, e-mail, or walk-in;
- (d) Troubleshoot and triage service requests face to face and/or via remote access;
- (e) Resolve service tickets or escalate to other support entities;
- (f) Perform incident management to ensure trouble tickets are addresses in a timely fashion;
- (g) DCRB provides new computer equipment to replace out of warranty or inoperable computers with new computers provided by DCRB. Service Level 2 support will be responsible for data and settings migration from old computers to new computers;
- (h) Facilitate computer and computer peripheral moves for customers moving offices or cubicle locations;
- (i) Handle and monitor incidents involving user desktop configuration;
- (j) Investigate, diagnose and report complex issues that require escalation to Sr. level support personnel and/or Subject Matter Expert (SME) for issue resolution. Follow the directive of senior support staff to assist in correcting known errors;
- (k) Assume Incidents which cannot be solved immediately within the means of 1st Level Support. If necessary, request external support, e.g. from software or hardware manufacturers. The aim is to restore a failed IT service as quickly as possible. If no solution can be found, the 2nd Level Support transfers the Incident to problem management.

#### **C.3.2.1 Service Level 2 Personnel Qualifications**

- (a) Minimum 5 years of experience managing/supervising IT support service functions for the size and scope of services required by DCRB.
- (b) 2-4 Years direct experience with Desktop Support in a Windows XP or Windows 7 environment.
- (c) Elevated understanding of IT Service Management processes (Incident, Problem, Service Level, and Service Catalogue).
- (d) Proficient with installation and troubleshooting of PC hardware, PC laptops, Windows XP, Windows 7, Microsoft Office 2007/2010, and Apple iPad.
- (e) Minimum Certifications: Any (3) or any (3) equivalents of: A+, Network+, Project+, Security+, MCSE, MCSA, MCP,MCITP, HDI Support Center Specialist, ITIL v3 Foundation.
- (f) Minimum Education: Two-year Associate Degree from an accredited U.S. school. (Additional 2 years of experience may substitute for 1 year of education).
- (g) Exceptional understanding of IT Service Management Processes.

(h) Demonstrated experience in managing/scheduling computer refreshes.

### **C.3.3 Level 3 (Sr. System Administrator/Subject Matter Expert) - On-Site during prime hours/On-Call during off hours**

Responsibilities include but are not limited to:

- (a) Analyze and identify the impact of incident and restore services to users/customers as soon as possible;
- (b) Provide support to production systems in 24x7 environment;
- (c) Take ownership of assigned problems, analyze incident records, identify trends or significant problems for further investigation and take the problem through its life-cycle;
- (d) Find the root cause of problems and be able to facilitate documentation process to prevent an issue from re-occurring;
- (e) Assist and provide Root Cause Analysis (RCA) report of all critical IT related issues to upper management.
- (f) Act as a mentor to junior level personnel and provide detailed Root Cause Analysis (RCA) report of issues to management;
- (g) Act as the technical lead in all critical IT related issues when escalated from level 2 support.

#### **C.3.3.1 Service Level 2 Personnel Qualifications**

- (a) Minimum 7 years direct experience in an Enterprise Infrastructure support role.
- (b) Expertise in analyzing incidents to identify and implement required action for service restoration.
- (c) Minimum Education: Four-year Bachelor's Degree from an accredited U.S. school (Additional 2 years of experience may substitute for 1 year of education).
- (d) Minimum Certifications: Any (3) or any (3) equivalents of: A+, Network+, Project+, Security+, MCSE, MCSA, MCP, HDI Support Center Specialist, ITIL v3 Foundation.

#### **C.3.4 Engagement Manager**

The role of the Engagement Manager is to plan, organize, and manage staff and overall operations to ensure the stable operation of the organization's IT infrastructure. The role encompasses the following major functions:

- (a) Ability to effectively lead and provide technical guidance to teams responsible for information systems operations;
- (b) Ability to manage and coordinate all infrastructure projects to meet client needs;
- (c) Ability to effectively integrate infrastructure and change management activities within the organization including change control and documentation procedures;
- (d) Ability to effectively manage and control projects to achieve successful implementation;

- (e) Provide information, where necessary to keep Director of IT up to date with current Information Technology practices, or developments;
- (f) Regularly update Director of IT with performance measures as it relates to the network and the entire IT infrastructure ;
- (g) Ensures that the standards and procedures are followed during design and implementation of information systems;
- (h) Knowledgeable of and have experience with Microsoft Project professional.

**C.3.4.1 Engagement Manager Personnel Qualifications**

- (a) Minimum 7 years of experience managing/supervising an IT support service function for the size and scope of services required by DCRB Expertise in analyzing incidents to identify and implement required action for service restoration.
- (b) Expertise knowledge of IT Service Management Processes.
- (c) Demonstrated experience in managing/scheduling changes in accordance with accepted procedures.
- (d) Extensive experience utilizing change management tools.
- (e) Extensive experience using Microsoft Project and/or Project Server/SharePoint to manage projects.
- (f) Extensive experience crafting and presenting client reports.
- (g) Minimum Certifications: Any (3) or any (3) equivalents of: A+, Network+, Project+, Security+, MCSE, MCSA, MCP, HDI Support Center Specialist, ITIL v3 Foundation, PMP.
- (h) Minimum Education: Four-year Bachelor’s Degree from an accredited U.S. school. Master’s Degree is preferred. (Additional 2 years of experience may substitute for 1 year of education).

**C.4 Support Hours**

Business Hours support from 8:00 am to 6:30 pm, Monday – Friday
After Hours Weekdays On-call support from Monday 6:31 pm to Friday 7:59 am
Weekend On-call support from 6:31 pm to 7:59 am, Friday - Monday
Holidays Support Hours from 12:00 am to 11:59 pm
Availability to After Hours, Weekend and Holidays Support Desk is required.
On call support may require a site visit, based on the nature of the incident.

**C.5 Support Response Times**

Critical and High priority incidents require that DCRB IT management is notified within an hour and three hours respectively. Notification and management procedures will include email and conference bridges comprised of the required support personnel to resolve the issues identified.

Priority Level	Ticket Acknowledgement	Target Resolution time	Escalation Threshold	Customer Reporting Frequency	Root Cause Analysis (RCA) required
Critical	Immediate	4 hours	1 hour	Every 1 hour	Yes
High	Within 1 hour	8 hours	4 hour	3 hours	Yes
Medium	Within 8 hours	3 days	1 week	1 day	No
Low	Within 8 hours	1 week	1 week	3 days	No

The Service Desk personnel will assign the correct priority level to the reported incident i.e., critical, high, medium, or low (defined below):

**Critical:** Complete failure of production servers, service, software, equipment, network component or business critical system(s) preventing the operation of key business applications or seriously impacting normal business operations. The incident affects either a group or groups of people or a single individual performing a critical business function. No work around is available and the outage has a very high business impact.

**High:** Partial or substantial IT service, system, or component failure causing impacts to the agency's ability to operate significant business processes or applications. Business operations are severely disrupted or limited. No work around is available. This constitutes a high business impact.

**Medium:** Component or single user failure not affecting the agency's or user's ability to operate significant business operations. Reasonable work around or manual processes are available.

**Low:** Incidents that minimally affect the operation of any IT systems throughout the enterprise. Reasonable work around or manual processes are available.

## C.6 Performance Measurement

Measurement	Minimum Performance Standard	Expected Performance Standard
Availability of Critical Applications/Systems	98.78%	99.95%
Availability of Servers	98.78%	99.95%
Backup Restoration	Less than 2 hours for 95% of all events; less than 8 hours for 100 % of all events	Less than 1 hour for 95% of all events; less than 4 hours for 100 % of all events
Downtime Frequency (All servers)	No more than 7 events per month	No more than 3 events per month
Time to resolve (OS system software only)		Unless mutually agreed otherwise for specific systems or applications: <ul style="list-style-type: none"> <li>Critical incident: No more than 2 hours for 95% of all events; no</li> </ul>

		<p>more than 4 hours for 100% of all events</p> <ul style="list-style-type: none"> <li>• High incident: No more than 4 hours for 95% of all events; no more than 8 hours for 100% of all events</li> <li>• Medium incident: Resolved by close of business on Next Business Day for 95% of all events; within 5 Business Days for 100% of all events.</li> <li>• Low incident: Resolved by close of business on Next Business Day for 95% of all events; within 5 Business Days for 100% of all events</li> </ul>
Time to Respond	Immediate response on all Critical incident events whether onsite or on call	<p>Unless mutually agreed otherwise for specific systems or applications:</p> <ul style="list-style-type: none"> <li>• Critical incident: No more than 15 minutes for 100% of all events whether onsite or on call</li> </ul>

### C.7 Backup

IRON MOUNTAIN – OFFSITE STORAGE SCHEDULE		
TYPE	OFF SITE COPIES	ON SITE COPIES
Differential	Daily Offsite for one month	Daily Onsite for 2 weeks
Full	Weekly Full backups stored indefinitely	Weekly full backups stored for 2 weeks
Offsite Tape boxes are picked up by Iron Mountain everyday		

Any non-scheduled backups require an approved change management ticket

### C.8 Periodic Reporting, Meeting and Review

The Contractor shall agree to communicate regularly and report on activities in order to achieve the highest level of IT Services, with at least one on site meeting per month. The Contractor shall agree to provide a shift turnover report distributed to the entire support team of new and unresolved critical and high incidents, and changes performed on a daily basis to ensure the most efficient and productive communications and transfer of duties and responsibilities. All

reports are required in the latest DCRB compatible version of Microsoft Office provided in both hard and soft copy.

Meeting/Reporting	Frequency	Comments
Status of Systems	Every 3 Hours	Detailing open Critical and High priority incidents and their current status
Shift Turnover Report	Daily	A report documenting new and unresolved critical and high incidents, and changes performed on a daily basis, including room temperature, etc.
Service Level Reports	Weekly/Monthly	A document reporting service level metrics( system and network availability), incident management report, incident statistics(outages, average resolution time), workload/performance trends, reports on escalations
Service level Review Meetings	Quarterly	A meeting to review incidents, projects and service levels for the previous 3 months, taking into account benchmark results. The Contractor's ability to meet the Service Level Agreement will be discussed. Areas needing improvement will be identified and an action plan to meet the service level will be developed and agreed upon.
Benchmark results	Quarterly	The benchmark evaluations are used to check whether the Contractor performs services according to industry best practices.
Satisfaction Evaluation/Survey	Quarterly	A survey/satisfaction report of business opinion on how Contractor is delivering against the DCRB satisfaction criteria, evaluates the quality of the service and, if necessary, and revises the service level or associated costs. Meeting with representatives of the DCRB evaluating the year's events in relation to the SLA.

## C.9 BACKGROUND

The DCRB is an independent agency of the District of Columbia that administers a \$5 billion public pension program (non-ERISA) for approximately 12,000 active District of Columbia Teachers, Firefighters and Police Officers and provides retirement, disability and survivor benefits to roughly 12,000 retirees. The agency's staff consists of approximately 50 employees.

### C.9.1 Agency Mission

The mission of DCRB is to prudently invest the assets of the Police Officers, Firefighters, and Teachers of the District of Columbia, while providing those employees with total retirement services. As part of the agency's mission, it administers the benefits to retirees and their beneficiaries on an actuarially sound basis. The Director of Information Technology under the direction of the Chief Investment and Operating Officer, is charged with the

responsibility to provide innovative and integrated IT solutions to support the agency's mission. The solutions utilize COTS platforms and minimal use of some proprietary systems, in conjunction with external stakeholders' IT platforms, to minimize the need for coding, maximize performance and flexibility, and lower maintenance costs. IT planning, budgeting and support are centralized under the Director of Information Technology who has instituted various controls to include:

- (a) Creating enterprise IT policies and procedures
- (b) Formalizing Change Management (CM) procedures
- (c) Enforcing control so only approved hardware and software are added to the IT inventory and environments
- (d) Enforcing use of standard COTS, development tools, and coding language
- (e) Using industry and governmental standards and best practices
- (f) Conducting centralized IT project management

#### **C.9.1.1 Concept of Information Technology Operations**

- (a) Build and maintain the enterprise architecture (EA) and strategic plan
- (b) Analyze the EA on a continuous basis to identify new requirements and plans in accordance with management objectives
- (c) Execute projects to implement improvements and mandated activities
- (d) Control and maintain the IT environment for optimal operations
- (e) Support the end users on how to use the technology efficiently and effectively

The selected Offeror shall support and promulgate this vision at all times.

#### **C.9.2 Current Information Technology Environment**

DCRB has an evolving technology environment hosted in two colocation data centers with servers at 2 sites (Headquarter in D.C. and an Active Production/Disaster Recovery (DR) site in Ashburn VA), and PCs are currently at the DC location. The networks will be connected by a private fiber circuit. Most of the systems have been virtualized, but physical components exist where necessary. DCRB operates in partnership with the Office of the Chief Technology Officer (OCTO) of the District of Columbia for email and wide area networking services, and the Department of the Treasury of the United States Office of DC Pensions (ODCP) for use of the STAR retirement system. The District of Columbia Retirement Board (DCRB) network is comprised of the following equipment and software: there are currently approximately 60 Windows servers (the majority running as VM guests under 6 VM hosts) at the headquarters site in the District of Columbia Retirement Board (DCRB). The same number of VM hosts and servers will be built and configured to replicate the current production environment. DCRB will have approximately 7 storage systems (4 Equallogic SANs {2 PS6000Es and 2 PS6100Es, 1 DELL MD3200, 1 Netgear ReadyNAS 3200) providing shared storage to critical systems including server virtualization platform (VMware) and disk to disk backup.

There are approximately one hundred (100) workstations at the primary site in DC, all running a mixture of Windows 7 and XP Professional, as well as multiple Apple iPads assigned to users. The department runs an enterprise wide managed antivirus solution



called McAfee. The network at the District of Columbia Retirement Board (DCRB) has two (2) different sites that will be connected by a private fiber circuit. DCRB uses the Symantec Altiris IT Management System (ITMS) for service desk management including incident and change management. The ITMS system is also used for patch management, asset management, system monitoring and alerting. Locally the network is connected via managed HP and Cisco switches with multiple VLANS. There is also an enterprise wireless infrastructure, authenticated through active directory, with access points throughout the agency. The agency utilizes specific vendors to support specialized applications such as the image capture and storage application systems. The following diagram provides a high level concept of DCRB's technology infrastructure:

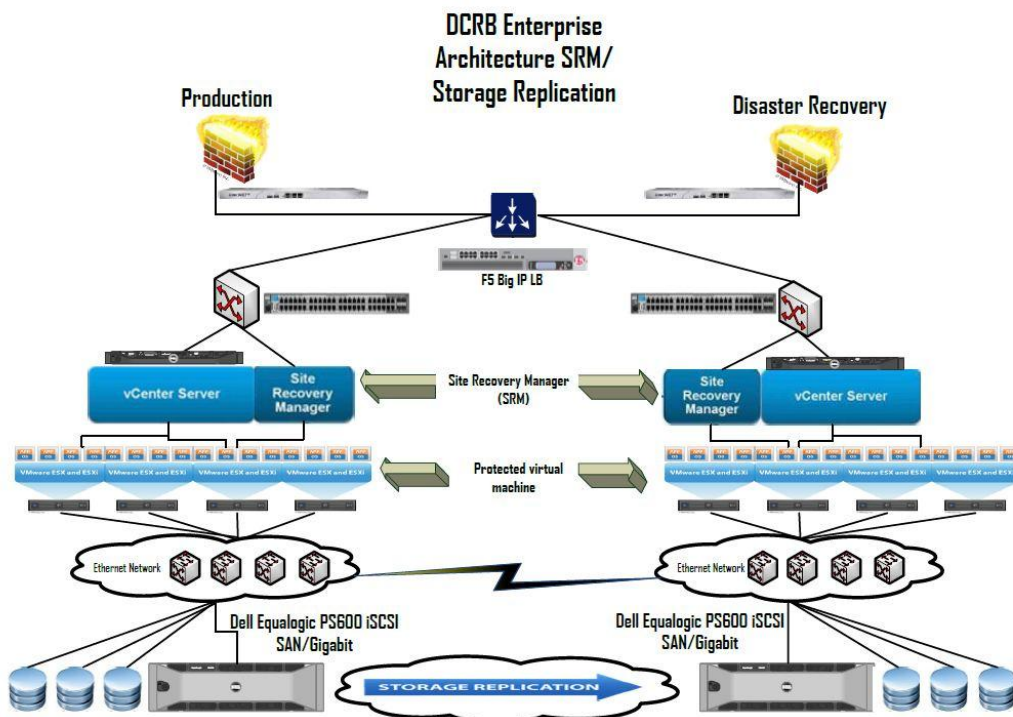


Figure 1 - DCRB Technology Infrastructure

### C.9.2.1 DCRB Information Technology Organization

The IT Department manages the technology infrastructure of DCRB and oversees all vendors who provide IT support to the agency.

#### C.9.4.1.2 DCRB Technology Resources

The DCRB technology environment includes the following major components:

- (a) Dell workstations with Windows 7 and XP.
- (b) Dell laptops with Windows 7
- (c) Apple iPads
- (d) Printers, Copiers, & Fax machines
- (e) Laptops

- (f) Dell Microsoft Windows Servers.
- (g) IBM FileNet Document Management System
- (h) Oracle 11gr2 Oracle Enterprise Manager 11x
- (i) Oracle Dataguard
- (j) Microsoft SQL Server 2008 R2
- (k) Microsoft SharePoint 2010
- (l) Microsoft Project Server 2010
- (m) VMware ESXi-Hosted Virtual Machines
- (n) IBM Filenet 5.1 P8 Content Management System
- (o) Kofax Capture 10.0 Imaging System
- (p) Kofax KTM 5.5 Image Recognition System
- (q) Microsoft Office 2010 Suite of Products.
- (r) Advent Tamale 6.1 Investment Management System
- (s) Wilshire Compass Fund management Tool
- (t) Microsoft Dynamics GP Financial Management System
- (u) Paramount Workplace Requisitioning System
- (v) Forecaster Budgeting System
- (w) Kwiktag Document Management System
- (x) Symantec Altiris 7.1 IT Management System
- (y) Globalscape Secure FTP Server
- (z) Team Foundation Server 2010
- (aa) Zixcorp Secure Mail Gateway
- (bb) Symantec Mobile Management System

### **C9.2.3 External Technology Resources**

DCRB utilizes both government and private cloud services to support its business requirements. Various vendors are utilized to provide application level support for the infrastructure.

#### **C.9.2.3.1 Office of the Chief Technology Officer (OCTO)**

District of Columbia Government Cloud services through The Office of the Chief Technology Officer:

- (a) **E-Mail** – OCTO provides clusters of Microsoft Exchange Servers to support District e-mail using the Microsoft Outlook personal information management program.
- (b) **Network** - DCNET is the District-wide area network that supports and provides District data telecommunications and wireless services. DCRB is connected to DCNET via redundant fiber-optic rings.
- (c) **Enterprise Applications** – DCRB uses the PeopleSoft Personnel and Payroll System.
- (d) **Data Center Services** – DCRB has a number of virtual servers and physical appliances located in OCTO datacenters.
- (e) **Web Portal** – OCTO provides a standardized Web portal for District agencies to implement Internet home pages.

#### **C.9.2.3.2 Department of the Treasury**

Department of the Treasury hosted government cloud services hosted through the Bureau of Public Debt (BPD).

- (a) **Retirement Management System** – The agency utilizes a pension administration called System to Administer Retirements (STAR), owned by the Department of the Treasury Office of DC Pensions and managed by BPD.

#### **C.9.2.3.3** Private Cloud Services

- (a) **Telephony System** – The agency’s telephony system is a Cisco VoIP cloud services solution provided by iCore networks supporting over 100 phone sets. It includes voice mail, ACD queues, and E911.
- (b) **Secure Email Services** – DCRB utilizes ZixCorp Inc.’s secure mail gateway appliances to protect and encrypt privileged communications.

### **SECTION D: PACKAGING AND MARKING (Not Used)**

### **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number Clause number six (6), Inspection of Services of the Government of the District of Columbia Retirement Board's Standard Contract Provisions for use with Supplies and Services Contracts, dated October 2011.

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

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a base period of three (3) years from date of award with two (2) one (1) year options.

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

**F.2.1** The DCRB may extend the term of this contract for two (2) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the DCRB will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the DCRB to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Chief Contracting Officer prior to expiration of the contract.

**F.2.2** If the DCRB exercises this option, the extended contract shall be considered to include this option provision.

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

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

### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

<b>Meeting/Reporting</b>	<b>Format</b>	<b>Schedule</b>	<b>Comments</b>
Document Field Standards	MS Word	60 Days after award	
Transition In Plan	MS Word	5 Days after award	Details the contractor's plan to ensure that there will be minimum service interruption to vital business and no service degradation during and after transition.
Transition Out Plan	MS Word	90 days prior to expiration or termination of the contract	Facilitates a seamless transition from the incumbent to an incoming Contractor or government personnel upon expiration or termination of the contract. The plan shall identify how coordination with the incoming Contractor or government personnel to transfer knowledge regarding the following:

			<ul style="list-style-type: none"> <li>• Project management processes</li> <li>• Points of contact</li> <li>• Location of technical and project management documentation</li> <li>• Status of ongoing technical initiatives</li> <li>• Appropriate coordination to ensure seamless transition</li> <li>• Identify schedules and milestones</li> <li>• Identify action required of the DCRB</li> <li>• Establish and maintain effective communication with incoming Contractor/government personnel for the transition period via weekly status meetings.</li> </ul>
Service Level Reports	MS Word	Weekly/Monthly	<p>Documents the status of the contract work, including Summary of Assigned Work to include customer contact and work definition; Summary of delivered products and meeting attended; Summary of DCRB technical directions; Summary of DCRB contractual changes; Current management and administrative problems; Quality assurance problems; Technical issues for DCRB determination; Contractual issues for DCRB determination; Lessons learned; Cost savings and quality improvement recommendations; Communication and coordination activities; Action items; Near (next 60 days) and long term (next 6 months) remaining work plans by task; Program Management Reviews conducted monthly with contractor and DCRB personnel; Priority of near term tasks an long term tasks. Provides a point-in-time status of the Contractor's performance. Includes but not limited to types of problems; method of reporting; time on hold; time to resolution; systems involved, escalation to DCRB, abandonment rate. document reporting service level metrics (system and network availability), incident</p>

			management report, incident statistics (outages, average resolution time), workload/performance trends, reports on escalations
Service Level Review Meetings	PowerPoint & Oral	Quarterly	Meeting during which incident, projects and service levels of the previous 3 months are reviewed taking into account benchmark results, changes to the Service Level Agreement will be discussed. Areas needing improvement will be identified and an action plan to raise the service level will be developed and agreed upon.
Benchmark Results	MS Word	Quarterly	The benchmark evaluations are used to check whether Contractor's IT Support performs its services according to industry best practices.
Satisfaction Evaluation/Survey	MS Word	Quarterly	A survey/satisfaction report of the customer's opinion on how the Contractor is delivering based on the Customer satisfaction criteria; evaluates the quality of the service and, if necessary, revises the service level or associated costs. Meeting with representatives of the customer organization evaluating the year's events in relation to the SLA.

The Offeror shall agree to communicate regularly and report on activities in order to achieve the highest level of IT Services.

**F.3.1** The Contractor shall submit to DCRB, as a deliverable, the report described in section H.5.5 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 shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** DCRB 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 DCRB will pay the Contractor on or before the 30<sup>th</sup> 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 with concurrent copies to the Contract Administrator specified in Section G.9 below. The address of the CFO is:

District of Columbia Retirement Board  
Attn: Bonnie Rivers, Financial Specialist  
900 7<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20001  
(202) 343-3200

- 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 (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 agency 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**

#### **G.4.1 Partial Payments**

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

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

“Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B”;  
and
- (c) Presentation of a properly executed invoice.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

**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 DCRB will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after



the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.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 seven (7) days of receipt of any amount paid to the Contractor by the DCRB for work performed by any subcontractor under this contract:

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

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**G.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.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the DCRB only by contracting officers. The contact information for the Contracting Officer is:

Eric O. Stanchfield  
Executive Director and Chief Contracting Officer  
District of Columbia Retirement Board  
900 7<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20001  
(202) 343-3200

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO 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 CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Peter Dewar  
Director Information Technology  
District of Columbia Retirement Board  
900 7<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20001  
(202) 343-3200

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the DCRB, 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 Department of Employment Services ("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 latest Wage Determination 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. 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.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the 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 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**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 CO 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 this contract any decision of the CO 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 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** 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](http://www.ocp.dc.gov).
- H.8.3** 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.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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.8.6** 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.8.7** 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.8.8** 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.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

**H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;



- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
  - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
  - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
  - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
  - H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
  - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
  - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
  - H.9.3.2** A brief description of the goods procured or the services contracted for;
  - H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
  - H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
  - H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

#### **H.9.4 Subcontractor Standards**

**H.9.4.1**A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

#### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

#### **H.10 DCRB RESPONSIBILITIES**

The DCRB will provide the Contractor with office space, furnishing, supplies, and a telephone at its onsite offices. Access to the agency's IT systems, including VPN access, will be provided to the awarded contractor's personnel.

The DCRB will provide complete systems and products documentation, to the successful Contractor after contract award. The DCRB will provide appropriate access to applications and systems to the Contractor's staff working on the applications and systems in accordance with IT security procedures

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Retirement Board Supplies and Services Contracts dated October 2011 (“SCP”) are incorporated as part of the contract.

### **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**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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 DCRB. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the DCRB under this Contract, are works made for hire and are the sole property of the DCRB; 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 DCRB the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the DCRB 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 DCRB until such time as the DCRB may have released such data to the public.

**I.5.6** The DCRB 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 DCRB installation to which the computer may be transferred by the DCRB;

**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 DCRB'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 DCRB 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 DCRB 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 DCRB under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the DCRB under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the DCRB 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 DCRB's or the Contractor's rights in that subcontractor data or computer software which is required for the DCRB.
- I.5.10** For all computer software furnished to the DCRB with the rights specified in Section I.5.5, the Contractor shall furnish to the DCRB, 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 DCRB with the restricted rights specified in Section I.5.6, the DCRB, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the DCRB 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 DCRB, 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 DCRB under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the DCRB 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 DCRB 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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the DCRB 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 DCRB, the Contractor shall remain liable to the DCRB for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- 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 have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. 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 and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
  2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. 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.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Yolanda Smith  
Contract Specialist  
District of Columbia Retirement Board  
900 7<sup>th</sup> Street, NW, 2<sup>nd</sup> Floor  
Washington, DC 20001  
(202) 343-3200

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

## **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.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

### **ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

## **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 CO.

## **I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.



**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference

<b>Attachment Number</b>	<b>Document</b>
	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) Available as a part this solicitation
<b>J.2</b>	U.S. Department of Labor Wage Determination 2005-21-3, Revision No. 12 dated June 13, 2012
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2010) Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.7</b>	Tax Certification Affidavit – Living Wage Fact Sheet (2010) Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”

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

Bidder/Offeror Certification Form

available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation Attachments”

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the DCRB**

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

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

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

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

**L.2.1** One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. In addition, proposals shall be submitted electronically via USB thumb drive. 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. DCRB-12-016 – Professional Services To Support and Administer the Enterprise Information Technology Infrastructure".

**L.2.2** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

**L.2.3** All electronic attachments shall be submitted as a .pdf file. DCRB will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.4** The offeror shall appropriately label each attachment, i.e., "Technical Proposal", "Price Proposal."

**L.2.5** 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 and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

**L.2.6** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

### **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**

**L.3.1.1** Proposals must be submitted no later than 2:00 pm local time, Tuesday October 30, 2013. Proposals, modifications to proposal, or requests for withdrawals after the exact local time 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 (5<sup>th</sup>) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by DCRB, 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 and time 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 the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for the withdrawal shall be deemed to have been mailed late. When the postmark show the 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 Proposals**

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened for identification, until after award and then retained with unsuccessful proposals resulting from the solicitation.

### **L.3.5 Late Modifications**

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

### **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating 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 DCRB may not consider any questions received less than 10 days before the date set for submission of proposals. The DCRB will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by DCRB officials before the award of the contract will not be binding.

### **L.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.5.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the DCRB 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 DCRB 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 DCRB will have the right to duplicate, use, or disclose the data to the extent consistent with the DCRB's needs in the procurement process. This restriction does not limit the DCRB'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.5.2** 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.6 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 pricing for the option year(s).

### **L.7 PROPOSAL PROTESTS**

Any actual or prospective offeror or vendor who is aggrieved in connection with the solicitation or award of a contract, must file with the Contracting Officer a protest no later than five (5) 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 Contracting Officer 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. The Contracting Officer shall issue a Final Decision with regard to the protest. An appeal of the Contracting Officer's Final Decision shall be filed only in The Superior Court of the District of Columbia.

#### **L.9 UNNECESSARILY ELABORATE PROPOSALS**

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

#### **L.10 RETENTION OF PROPOSALS**

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

#### **L.11 PROPOSAL COSTS**

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

#### **L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Yolanda Smith, Contracting Specialist  
900 7<sup>th</sup> Street NW 2<sup>nd</sup> Floor  
Washington, DC 20001  
(202) 343-3200/Yolanda.Smith@dc.gov

#### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the DCRB's E-Sourcing system's messaging process. The DCRB must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

#### **L.14 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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the DCRB'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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

## **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** 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, 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.15.3** 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.16 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.17 GENERAL STANDARDS OF RESPONSIBILITY**

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

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;

- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO 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 CO shall determine the prospective contractor to be nonresponsible.



## **SECTION M - EVALUATION FACTORS**

### **M.1 BASIS FOR AWARD**

#### **M.1.1 BEST VALUE**

- (a) Award will be made to the Offer:
  - (1) Whose offer is judged to be an integrated assessment of the evaluation criteria to be the most advantageous to DCRB based on technical merit and price; and
  - (2) That DCRB deem responsible in accordance with DCRB Procurement Manual
- (b) Best Value Determination
  - (1) The technical merit of the proposal is significantly more than the price, and price must be fair and reasonable.
  - (2) DCRB may select other than the lowest price proposal if it is determined by value analysis, or technical/cost tradeoffs, that the proposals become more technically equivalent, then price becomes more important
- (c) Offerors are advised that award may be made without discussion or any contact with the offerors concerning the offers received. Therefore, offers should be submitted initially on the most favorable terms that the offer can submit.
- (d) Price evaluation will be based on the sum of the total estimated prices of the base contract and any options.
- (e) Affordability. The price proposals will be assessed for affordability. DCRB will not make an award for any proposal which proposes prices that would render the procurement infeasible.

### **M.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

Technical proposals will be evaluated on the following criteria in order of precedence:

- (a) Vendor's Experience – past performance, expertise and experience providing Information Technology Support Services as described in Section C of this solicitation.
- (b) Quality of Personnel – Offeror will be evaluated on personnel proposed for this engagement that meet the education, technical and project management requirements specified in Section C of the solicitation.
- (c) Vendor References – Offeror shall provide at least three (3) references with whom the vendor has executed similar projects both in size and complexity over the last five (5) years.

## Submittal Requirements

The offeror shall present its response to each of the following requirements:

### **M.2.1. Support Understanding and Approach**

1. Vendor's ability to evaluate and understand DCRB's IT infrastructure support needs.
2. Vendor's ability to implement their service solution in a timely manner.
3. Vendor's ability to be responsive to unique requirements.
4. Vendor's flexibility in tailoring their support offerings.
5. Vendor's ability to provide staff training.
6. Vendor's ability to provide and maintain system and network documentation.
7. Vendor's ability to adhere to ITIL V3 Service Delivery industry best practices including: Incident Management, Problem Identification, Asset Management, and Change Management.
8. Vendor's knowledge of the following specific industry security practices: NIST 800-53, FIPS 199, FIPS 140-2, SAS 70, and PCI Compliance practices.

### **M.2.2. Performance Specifications**

1. Provide a description, including diagrams, of your proposed support organization architecture (Staffing resources, business hour support, after hour support, weekends, on-call and holidays support etc...) and workflows showing an organized coordinated approach to the service delivery.
2. Provide details of the platform and operating system environment required for your services.
3. Provide performance measurements of your proposed solution.

### **M.2.3. Security**

1. Describe your company strategy in the following security practice areas:
  - a. Data loss prevention
  - b. Hardware hardening (firewalls)
  - c. Anti-Virus management
  - d. Password and identity management
  - e. Security compliance (PCI/NIST/FIPS...)
  - f. Encrypted communications including emails and VPN
  - g. Wireless networks
  - h. Patch management
  - i. Intrusion detection

### **M.2.4. Functionality**

1. Describe your notification process for system performance, downtime and other issue.
2. Describe your communication process for projects, timelines, and issue resolution including onsite meeting requirements.
3. Describe your account management methodology.
4. Describe the process for resolving problems reported by agency personnel.
5. What post implementation customer support is provided for projects, and how is it supplied?

6. Provide any additional information regarding your customer support services.

### **M.2.5. Proposed Support Team**

Provide management and reporting structure of the proposed staff, including resumes/biographies and relevant experience of key staff and management personnel who will participate in the implementation of the service offering and on-going support of DCRB. Affirm that no employees working on the engagement have ever been convicted of a felony and/or any act of dishonesty. The same information must be provided to DCRB for any third party personnel the vendor may use for this project. In addition, contractor's staff are subject to DC government background investigation.

Provide detailed implementation costs if any for the service solution you are proposing as well as annual maintenance and support options for both regular and extended business hours. Provide a sample SLA (if available) and a sample contract or Master Service Agreement "MSA" for review.

### **M.2.6. Experience and References**

- (a) Include descriptions and specific customer contacts from at least three (3) organizations that utilize your related services over the past five (5) years. Provide contact name, title, organization name, contract number, dates of service, email address and telephone number.
- (b) In addition, the offeror should provide details of 3 customer references. References should be for customers with requirements similar to those of DCRB. References should include information about the contract (specific services in use, date of contract execution, support start date and any services provided), as well as contact information for the client's project manager or other senior staff members familiar with the support agreement. DCRB reserves the right to contact these references and discuss the client's level of satisfaction with the vendor and its services. DCRB would prefer references from customers with multiple sites and a minimum of 50 users or more.

## **M.3 TECHNICAL EVALUATION RATING**

### **M.3.1 Adjectival Scoring Method**

Each evaluation criteria will be rated using the Adjectival scoring method as follows:

<b><u>Adjective</u></b>	<b><u>Description</u></b>
Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the evaluation criteria.
Marginal	Fails to meet evaluation standard; however any significant deficiencies are correctable.

	Lacks essential information to support a proposal.
Acceptable	Meets requirements; weaknesses are correctable.
Exceeds	Exceeds most, if not all requirements; no deficiencies.

### **M.3.2 Definitions for Technical Evaluation**

- Clarifications:** Communications with an Offeror for the sole purpose of eliminating minor irregularities, or apparent clerical mistakes in the proposal. Unlike discussions, clarifications do not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of an apparent clerical mistake results in revisions.
- Discussions:** Oral or written communications including negotiations between DCRB and the Offeror (other than clarifications) that; involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.
- Deficiencies:** Defect in the proposal which preclude acceptance. Involves any part of the Offeror’s proposal which would not satisfy DCRB’s minimum requirements established in the solicitation. Includes failures to meet specifications, submit information or questionable technical or management approaches. Items disclosed during discussions, are evaluated in two categories: material-basis for rejection because further discussions would be meaningless; curable – may be corrected by clarifications or discussions and brought into the competitive range.
- Weakness:** Includes ambiguities, lack of complete descriptions, error in interpretation, omission of essential information, inadequate information, all of which are considered curable in discussions. An excessive number of clarifications may in itself constitute a weakness,
- Strengths:** Elements of the proposal that meet or exceed the minimum requirements of the solicitation and provide an identified benefit to DCRB.

### **M.4 Price Proposal Requirements**

Offerors shall provide in their price proposals:

- (1) A fixed fee in table format (Section B) outlining the Contract Line Item (CLIN) for each of the following:
- (2) Offerors must address the following in support of their proposal in narrative:
  - (a) Fee structures for other public agency clients and any reduced fees offered to other municipalities, governmental entities or nonprofit organizations.

- (b) Information on how you propose to keep track of, and charge for, any expenses. (Incidental office expenses will not be reimbursed for this work. No fees or expenses will be paid for travel time or mileage, except in cases when the travel is required by DCRB and the round-trip travel exceeds 50 miles except for travel to the Ashburn datacenter. Offerors should take this into account in their proposal.) Include in your proposal any assumptions on which your hourly fee is based.
- (c) A certification that the proposed hourly rates do not exceed the lowest hourly rates charged to any entity of the District of Columbia or any Federal, State, or local government entity for performing similar types of work.
- (d) A certification that if, subsequent to award of a contract, hourly rates charged to any District of Columbia, Federal, State, or local government entity for performing similar types of work become lower than the hourly rates specified in the contract, the contractor shall promptly notify the Board and substitute the lower hourly rates for all future work.

## **M.5 PRICE PROPOSAL EVALUATION**

**M.5.1.** Price proposals will be evaluated to determine if they are reasonable, complete, realistic and affordable. Each offeror's price will be evaluated in terms of the following which are equal in importance:

- (1) Submittal of proposed prices for both the Base and any Options. Failure to do so will necessitate rejection of the proposal;
- (2) Any Offer which is materially unbalanced may be rejected. An unbalanced offer is one which is based on prices that are significantly overstated for some items and understated for other items;
- (3) DCRB will compare the price proposals to the Independent Government Estimate and determine reasonableness by performing a price analysis if adequate competition exists. A cost analysis will be performed if adequate competition does not exist, to ascertain whether or not the proposed price is fair and reasonable; and
- (4) The offeror shall provide certified cost and pricing data as requested by the CO.

## **M.6 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.8.2 (12 Points Maximum)**

### **M.6.1 TOTAL POINTS (12 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

## **M.7 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.8. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the

District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

### **M.8.1 Application of Preferences**

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

- M.8.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.8.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.8.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.8.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.8.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.8.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.8.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.8.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

### **M.8.2 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 is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.8.3 Allocation of Preference in an Adjectival Rating System**

Preferences will be allocated respectively to vendors based on equivalent ratings. However, in the case where offeror(s) with higher preferences, who are not rated technically superior to another offeror with less preferences, an analysis will be performed by the CO to determine if there are significant tradeoff(s) that are in the best interest of DCRB to make award to a technically superior vendor. The CO will consider price and all other technical factors in the analysis findings and determination to award.

### **M.8.4 Preferences for Certified Joint Ventures**

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

### **M.8.5 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.8.5.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.8.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.8.5.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

### **M.9 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.9.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.9.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.