

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption One City Business Portal			Page of Pages 1   63	
		2. Contract Number	3. Solicitation Number DCCR-2014-R-0001	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 May 5, 2014	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: D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement and Grants 1100 4th Street, S.W., Suite E500 Washington, D.C. 20024			8. Address Offer to: D.C. Office of the Deputy Mayor for Planning and Economic Development on behalf of Department of Consumer and Regulatory Affairs 1100 4th Street, S.W., Suite E500 Washington, DC 20024			

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 5 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 1100 4th Street, S.W., Suite E500 until 2:00PM local time 28-May-14  
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Lindel Reid	B. Telephone			C. E-mail Address <a href="mailto:lindel.reid@dc.gov">lindel.reid@dc.gov</a>
		(Area Code) 202	(Number) 724-7330	(Ext)	

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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) Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST		23. Signature of Contracting Officer (District of Columbia)
		24. Award Date

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

**B.1** The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED), on behalf of the Department of Consumer and Regulatory Affairs (DCRA), (the “District”) is seeking offers for technical services to design, build, test and implement a comprehensive online IT system comprising of a consolidated view of all business regulatory information, wizards and dashboards to help aspiring entrepreneurs and current business owners easily find, understand and comply with relevant DC Government business regulations.

**B.2** The District contemplates award of a two-year firm fixed price contract with three (3) option years for the requirements stated in the schedule below.

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

**B.3.1 BASE YEAR – (Contract award through two (2) years thereafter)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Year 1 Price</b>	<b>Year 2 Price</b>	<b>Total Price</b>
0001	<b>Design, Build, Test and Implement a Comprehensive Online IT System (One City Business Portal)</b>				
0001A	Task 1: One City Business Portal – Design and Content Aggregation as described in Sections C.6.1 thru C.6.1.8.2.7.8	1 Job	\$_____	\$_____	\$_____
0001B	Task 2: Online Wizards as described in Sections C.6.2.1 thru C.6.2.4.5	1 Job	\$_____	\$_____	\$_____
0001C	Task 3: Regulatory Dashboard as described in Sections C.6.3.1 thru C.6.3.4.2	1 Job	\$_____	\$_____	\$_____
0001D	Task 4: System Administration Module and other System Features as described in Sections C.6.4.1 thru C.6.4.1.6	1 Job	\$_____	\$_____	\$_____
0001E	Task 5: Project Management and Documentation Requirements as described in Sections C.6.5.1 thru C.6.5.6.2.3	1 Job	\$_____	\$_____	\$_____
0002	Technical Support, Break-Fix Support and Software Upgrades as	6 months		\$_____	\$_____

	described in Section C.6.5.6 <b>(Beginning in month 18 of the second year of the base period)</b>				
<b>Grand Total B.3.1</b>					\$ _____

**B.3.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1002	Technical Support, Break-Fix Support and Software Upgrades as described in Section C.6.5.6.	12 Months	\$ _____	\$ _____
<b>Grand Total B.3.2</b>				\$ _____

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
2002	Technical Support, Break-Fix Support and Software Upgrades as described in Section C.6.5.6.	12 Months	\$ _____	\$ _____
<b>Grand Total B.3.3</b>				\$ _____

**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
3002	Technical Support, Break-Fix Support and Software Upgrades as described in Section C.6.5.6.	12 Months	\$ _____	\$ _____
<b>Grand Total B.3.4</b>				\$ _____

**B.3.5 PRICE SUMMARY FOR FIVE (5) YEAR CONTRACT TERM**

Please insert the “Total” proposed price from Tables B.3.1, B.3.2, B.3.3 and B.3.4 in the designated fields under the heading “Total” below.

<b>Contract Period</b>	<b>Total</b>
Base Period (2 years)	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
<b>Five-Year Contract Total (See Sec. M.3.2)</b>	<b>\$ _____</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 (Attachment J.9) 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.

**END OF SECTION B**

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

**C.1.1** The Department of Consumer and Regulatory Affairs (DCRA) has a requirement for a Contractor to design, build, test and implement a comprehensive online Information Technology (IT) system comprising of all business regulatory information, wizards and dashboards to help aspiring entrepreneurs and current business owners easily find, understand and comply with relevant DC Government business regulations. The online IT system will be called the “One City Business Portal”.

**C.1.2** The One City Business Portal is not merely another website presenting static content, but a gateway of information and true single point of entry for all DCRA IT systems that currently serve to automate the Business/Corporation licensing functions within DCRA.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this request and are hereby incorporated by this reference:

Item No.	Document Type	Title	Location
01	D.C. Regulation	General Business	<a href="http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=17-38">http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=17-38</a>
02	D.C. Regulation	Basic Business License Schedule of Fees	<a href="http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=17-5">http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=17-5</a>
03	D.C. Regulation	Housing Basic Business Licenses	<a href="http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=14-2">http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=14-2</a>

### C.3 DEFINITIONS

These terms when used in this solicitation have the following meanings:

**C.3.1 ABRA:** Alcoholic Beverage Regulation Administration

**C.3.2 Back Office:** an office or center in which the administrative work of agency business is carried out, as opposed to its dealings with customers

**C.3.3 Dashboard:** A user interface that organizes and presents information and data in a way that is easy for the user to read and understand.

**C.3.4 DCRA:** Department of Consumer and Regulatory Affairs

**C.3.5 DDOT:** District Department of Transportation

**C.3.6 DOH:** Department of Health

**C.3.7 DSLBD:** Department of Small and Local business Development

**C.3.8 Content Management System (CMS):** A software tool that allows users to create, edit, and publish content.

**C.3.9 Online Wizard:** A structured series of dialogs that ask questions and use these answers or choices to produce a result.

**C.3.10 OTR:** Office of Tax and Revenue

**C.3.11 Web Portal:** A specially-designed Web page on a website which brings information together from diverse sources in a uniform way. Usually, each information source gets its dedicated area

on the page for displaying information (a portlet); often, the user can configure which ones to display.

## C.4 BACKGROUND

### C.4.1 DCRA Overview

**C.4.1.1** The Department of Consumer and Regulatory Affairs (DCRA) is the District of Columbia's regulatory agency. DCRA's mission is to protect the health, safety, economic interests, and quality of life of residents, businesses, and visitors in the District of Columbia by issuing licenses and permits, conducting inspections, enforcing building, housing, and safety codes, regulating land use and development, and providing consumer education and advocacy services.

**C.4.1.2** DCRA takes legal action against businesses and individuals who violate District laws, and works to prevent the occurrence of illegal, deceptive, and unfair trade practices through education and public awareness programs.

**C.4.1.3** DCRA is a broad and complex agency with interdependent activities. The reason for this is that DCRA performs both State and Local functions and requires an IT solution that will enable DCRA to support such a major city as the District of Columbia. The below information details DCRA's services:

- **Abatement & Repair:** If property owners fail to fix housing or building code violations after DCRA notifies them, DCRA makes the repairs and bills the owners. DCRA cuts illegal grass, removes trash, and tears down buildings.
- **Building Plans Review:** DCRA reviews building plans to make sure they comply with construction codes. DCRA also conducts pre-design meetings and schedule third party plan reviews.
- **Business Investigations:** DCRA investigates complaints and verifies the qualifications of businesses that must be licensed in the District. DCRA conducts license compliance surveys and issues Notices of Infraction for regulation violations.
- **Basic Business Licenses (BBL):** DCRA issues business licenses that are renewed every two years. Instead of requiring a separate license for each business activity, the Basic Business License carries an endorsement for each activity that requires city oversight. Here are some examples of businesses that must have a Basic Business License: asbestos abatement, ambulances, auction sales, auto rental/ repair/repossession, billiard & games tables, boarding & rooming houses, bakeries, candy manufacturing, car washes, caterers, charitable solicitation, delicatessens, driving schools, dry cleaners, electronic repair, employment & personnel services, explosives & fireworks sales, food sales, food vending sales, funeral establishments, gasoline dealers.
- **Civil Infractions:** DCRA sends Notices of Infractions (NOIs) and Notices of Violations (NOVs) to the Office of Administrative Hearings (OAH). DCRA also collects fines, penalties, liens, and fees.
- **Commercial Inspections:** DCRA inspects construction, renovation, and maintenance in commercial areas and higher density dwelling units. DCRA answers complaints about substandard, illegal and dangerous conditions; and approve corrections.

- **Communications & Customer Service:** DCRA provides information to the press, the public and neighborhood and business groups about DCRA's inspection, enforcement, regulatory, and advocacy efforts. DCRA also helps customers with complex questions and special needs, such as translations to other languages.
- **Condemnation:** DCRA investigates buildings for the Board for the Condemnation of Insanitary Buildings (BCIB), so they can decide when buildings should be condemned, repaired, or demolished.
- **Consumer Protection:** DCRA protects consumers from unfair business practices, resolve complaints, takes legal action against consumer protection law violators, and educates consumers and businesses about protecting themselves from unscrupulous businesses.
- **Corporation Division:** DCRA monitors corporations, partnerships, limited liability companies, trade name registrations, corporate reports, and revocations; record articles, applications, amendments, mergers, and dissolutions; and issues certifications, reinstatements, and letters of good standing.
- **Development Ambassadors:** DCRA helps large development projects progress smoothly by guiding projects through the regulatory process, assisting customers in communication with other DC agencies, managing risk and obstacles, and resolving them to keep the project on track.
- **Homeowners Center:** DCRA helps homeowners acquire permits for home improvements and repairs.
- **Illegal Construction:** DCRA protects residents by investigating construction that is being performed without a permit.
- **Occupational & Professional Licenses:** DCRA licenses these professions: accounting, appraisers, architecture & interior design, asbestos worker, athlete agent, barbers, boxing & wrestling, cosmetology, electricians, engineers, funeral directors, plumbers, real estate, refrigeration & air conditioning, steam engineers and veterinarians.
- **Permits:** DCRA issues building and raze permits, Certificates of Occupancy, and Home Occupation Permits. DCRA also assigns new addresses.
- **Residential & Property Maintenance Inspections:** DCRA inspects residential construction, renovation, maintenance, and noise pollution. DCRA also inspects permit work, single- and multi-family homes for housing code compliance, and monitor neighborhood commercial corridors.
- **Special Events:** DCRA issues permits for special events such as circuses, rodeos, carnivals, festivals, fairs, musical performances, dancing or amusement of any kind, preaching and lectures. These events may take place in temporary structures, on vacant land, or on other types of property.
- **Special Signs:** DCRA issues permits for signs such as billboards, building signs or construction signs.
- **Surveyor:** DCRA maintains and provides copies of DC's official land plats. DCRA also records building plat drawings, subdivisions, street and alley closings, dedications, surveys, wall checks, deed analyses, and condominium plats/records.

- **Vacant Property:** DCRA enforces vacant property registration, maintenance, and upkeep to prevent neighborhood blight and decay.
- **Weights, Measures & Markets:** DCRA inspects commercial weighing and measuring devices, including gas pumps, scales in doctor's offices or at the grocery store, and price code readers at all stores. DCRA protects consumers from being overcharged for items like produce or prescription drugs. DCRA also protects people who depend on the accuracy of scales used in dialysis clinics.
- **Zoning:** DCRA reviews land and building plans to make sure they comply with zoning regulations. DCRA also enforces zoning regulation changes, and conducts zoning and Certificate of Occupancy inspections.

#### **C.4.2 Program Objectives: Streamlining Regulatory Compliance by Implementing the One City Business Portal**

**C.4.2.1** In Mayor Vincent C. Gray's One City Action Plan, one of his top initiatives is to "Grow and Diversify the District Economy." In the Mayor's Five-Year Economic Development Strategy, he states that DC will be "the most business-friendly city in the country." To help realize Mayor Gray's vision, the District of Columbia's Department of Consumer and Regulatory Affairs desires to implement an online website, wizard and dashboard to help aspiring entrepreneurs and current business owners easily find, understand and comply with relevant DC Government business regulations. The focus for this initiative will be those regulatory processes that are under the domain of DCRA. However, there will be system integration with websites outside of DCRA as detailed in Section C.6.1.7.4.2. This combined set of online tools will be called the One City Business Portal.

**C.4.2.2** One City Business Portal will address many of the complaints that are often heard from customers:

- ▶ What must I do to start a business?
- ▶ What must I do to remain in compliance with all DC regulations and laws?
- ▶ How do I know when some fee or filing is due?
- ▶ How can I tell where I am in a government process when each agency has its own stove-piped, disconnected systems? When will a specific process be completed by DC government?
- ▶ Why do I get inconsistent information regarding DC processes when I talk to different agencies or even sometimes within the same agency?
- ▶ Why do I have to obtain a piece of paper from one DC agency and take it to another DC agency for certain business transactions?

### **C.5 GENERAL REQUIREMENTS**

#### **C.5.1 Technical Strategy**

**C.5.1.1** The One City Business Portal system shall support a multi-tiered physical and virtual architecture that separates the business (presentation), application, and data layers for increased performance and processing power. The solution shall be deployed on a Microsoft OS or other operating systems based on current DC operating constraints. The system shall provide a comprehensive, highly available, secure solution that shall be accessed across several District agencies via client machines using browsers including Microsoft Internet

Explorer, Firefox, Chrome and Safari, and on mobile platforms including IOS, Android and Microsoft devices. The system shall use either SQL Server or Oracle as the backend relational database.

**C.5.1.2** The system's technical strategy shall permit a scalable, reusable and extendable framework using the likes of state-of-the-art technologies that support a Services-Oriented-Architecture (SOA), and shall not otherwise prohibit interconnectivity via another technology's protocol(s). Government-wide interest exists in utilizing software components that are developed once and reused. In keeping with the strategy of a SOA deployment, DCRA expects that key web services shall be available, preferably leveraging the following standards:

- Simple Object Access Protocol (SOAP)
- Web Services Description Language (WSDL)
- Universal Description, Discovery Integration (UDDI)

## **C.5.2 Security**

**C.5.2.1** Security shall be integrated into the product(s) as a functioning whole in addition to relying on security infrastructure within the DC computer network. Although the system shall remain secure based on current network infrastructure support, this is only one element to the overall security strategy. Any web-based browser page associated with this solution that processes payments shall be encrypted using Secure Socket Layer (SSL) 128-bit encryption at a minimum.

**C.5.2.2** For intersystem transfer of financial information, the messaging protocol shall be a reliable messaging protocol such as Java Messaging Service (JMS).

**C.5.2.3** Security inspections shall be executed by DCRA technical staff throughout the deployment of this product specifically during each code drop and not limited to post implementation or the certification and accreditation process.

### **C.5.2.4 Content and Data Synchronization**

The system shall provide comprehensive content and data synchronization methods for initial set up and ongoing maintenance utilizing Web 2.0 concepts. DCRA is open to all technical proposals however desires proposals that include open source or low cost technologies/platforms.

### **C.5.2.5 Location**

The system will reside on DC Government Servers.

### **C.5.2.6 Expected Numbers and Types of Users**

There shall not be any limitation on the number or types of users to access the system.

### **C.5.3 Technical Requirements**

The table in Section C.5.3.1 below contains a listing of the high level technical requirements categories that shall be implemented for the duration of this project.

#### **C.5.3.1 Technical Requirements Categories**

<b>Number</b>	<b>Requirements Category</b>	<b>Description</b>
TR-1.0	Integration	Allow standards based integration with external systems
TR-2.0	Data Migration	Tools and processes to enable business data to be migrated into system from several retiring legacy systems
TR-3.0	Data Integrity	Preventing damage to or loss of system data
TR-4.0	Security and Data Access	Provide secure access to data and files.
TR-5.0	System Administration	System Administration capabilities such as user account maintenance, access/privileges maintenance, and other system administration capabilities
TR-6.0	User Interface	Provide a standard, consistent graphical user interface
TR-7.0	Client Configuration	Effective system operation on client desktops running Windows 7 and retention of upward compatibility
TR-8.0	Server Configuration	Effective system operation on servers running Windows Server 08
TR-9.0	Hardware	Support for PC based servers and desktops, and approved mobile devices.
TR-10.0	Database	System design using a relational database management system to prevent duplication of data
TR-11.0	Email	Utilization of standardized Simple Mail Transport Protocol (SMTP)
TR-12.0	Document Access/Storage	Provide flexible document access/storage capabilities, including tracking relationships between documents, workgroup level access rules, integrating capabilities to facilitate integration with other document management systems already in use such as Filenet and audit trails
TR-13.0	System Maintenance	Maintain a modular structure with rigid version control to track upgrades
TR-14.0	Scalability	Ability to scale system to support the necessary simultaneous users for enterprise government staff as well as public citizen users
TR-15.0	Availability	System architecture that ensures high availability
TR-16.0	Responsiveness	Responsive to user actions within a reasonable timeframe
TR-17.0	Documentation	Maintenance of all system documentation in electronic formats on District servers

## **C.6 IMPLEMENTATION TASK REQUIREMENTS**

### **C.6.1 Task 1: One City Business Portal – Design and Content Aggregation**

**C.6.1.1** DCRA’s customers can find business-related regulatory information on the DCRA website (<http://dcra.dc.gov>) and other DC agencies’ websites. However, the information is divided across several departments and divisions’ sections of the various websites. One City Business Portal shall consolidate the information so that customers may visit one location on DCRA’s website to easily find all of the regulatory information that is needed to start or maintain a business in the District.

**C.6.1.2** The Contractor shall plan and implement a system for collecting content from various areas of DCRA and other agencies’ websites including DCRA, DSLBD, OTR, ABRA, DDOT, and DOH, and shall display this consolidated content in a single location – One City Business Portal website.

**C.6.1.3** The Contractor shall design, develop, test and implement the public facing website as well as the back office Content Management administration site for DCRA System Administrator users. The DCRA System Administrator users are DCRA IT Staff responsible for maintaining the website once it is fully implemented.

**C.6.1.4** The system shall provide for easy to use and automated built in mechanisms to allow DCRA to maintain and keep the content/data in synch with the source websites/resources.

**C.6.1.5** The system shall provide for content management workflow that shall allow for DCRA admin users/web-editors to download content or review automatically downloaded content for accuracy/applicability, accept/reject content and kick off management approval processes prior to publishing.

**C.6.1.6** The system shall provide industry standard content management, tracking and publishing methods.

### **C.6.1.7 Portal Design and Content Aggregation Requirements**

#### **C.6.1.7.1 Look and Feel Design**

**C.6.1.7.1.1** The Contractor shall determine a consistent look and feel for the website, including clear schemes, graphic elements and navigation tools that provide straightforward navigation within a unifying graphic theme;

**C.6.1.7.1.2** Provide a minimum of three (3) designs for the proposed website to DCRA within 2 months from contract award. DCRA will select and approve one of the three designs within 2 weeks of receipt for the Contractor to continue with development;

**C.6.1.7.1.3** Work with the DCRA to determine a website content Information architecture navigation framework to support easy navigation; and

**C.6.1.7.1.4** Create website templates that meet ADA / 508 standards compliance.

#### **C.6.1.7.2 Content Management System (CMS)**

**C.6.1.7.2.1** The Contractor shall provide a comprehensive CMS solution;

**C.6.1.7.2.2** Ensure that proposed CMS software is used in a wide variety of industries and is not a beta, release candidate or other early adapter technology;

**C.6.1.7.2.3** Install and configure website CMS software on DCRA server infrastructure;

**C.6.1.7.2.4** Ensure that system integrates smoothly and efficiently with Microsoft Products;

**C.6.1.7.2.5** Ensure that CMS is accessible to public users (external/outside of DCRA firewall); and

**C.6.1.7.2.6** Provide a search engine solution that shall support indexing of all contents within the CMS as well as external City website resources.

#### **C.6.1.7.3 Website**

**C.6.1.7.3.1** The Contractor shall provide a fully-operational and working website framework (“information ready”); and

**C.6.1.7.3.2** Assist in addressing any URL name changes and /or URL naming conventions.

#### **C.6.1.7.4 Content Syndication**

**C.6.1.7.4.1** One City Business Portal shall retrieve pertinent content from various sources as outlined in Section C.6.1.7.4.2 below. The system shall provide for easy and preferably automated methods of content syndication to search defined sources, retrieve content, and provide for review/edit/approve capability of all harvested content prior to publishing.

**C.6.1.7.4.2** The content that shall be aggregated is found only on the websites listed in Sections C.6.1.7.4.2.1 thru C.6.1.7.4.2.6 below:

**C.6.1.7.4.2.1** DCRA.DC.GOV

**C.6.1.7.4.2.2** DSLBD.DC.GOV

**C.6.1.7.4.2.3** OTR.DC.GOV

**C.6.1.7.4.2.4** ABRA.DC.GOV

**C.6.1.7.4.2.5** DDOT.DC.GOV

**C.6.1.7.4.2.6** DOH.DC.GOV

**C.6.1.7.4.3** Content related to the following topics shall be available on One City Business Portal:

##### **C.6.1.7.4.3.1 Corporate Registrations and Filings**

**C.6.1.7.4.3.1.1** DCRA's Corporations Division has over 70,000 active registered businesses. Registering business filing entities such as corporation (for-profit or nonprofit), limited liability company, partnership (limited or limited liability), cooperative association (general or limited) or business trust is the very first step in business regulatory compliance.

**C.6.1.7.4.3.1.2** Business Licenses – DCRA licenses more than 30,000 small businesses citywide, more than 150 different categories, and enforces regulations and licenses more than 125 occupations and professional licensing categories. In order to operate legally in the District of Columbia, most businesses must get a Basic Business License (BBL) or a Professional License from the DCRA.

##### **C.6.1.7.4.3.2 Permits**

A building permit is an authorization to build according to a specific scope of work, including approved plans. A builder is required by law to obtain a permit for construction in the District of Columbia. Any modification of permit scope or approved plans must be specifically approved.

##### **C.6.1.7.4.3.3 Professional Licenses**

**C.6.1.7.4.3.3.1** The District of Columbia requires that people who work in certain occupations and professions obtain a license to practice in order to ensure the public health, safety, and welfare will be reasonably well protected. This measure certifies that all licensees have acquired a certain level of knowledge in their chosen field. The District of Columbia grants permission to an individual to engage in an occupation after testing to ensure

that the individual has attained the minimal degree of competency required in his or her field.

**C.6.1.7.4.3.3.2** DCRA's Occupational and Professional Licensing Division (OPLD) supports the District's non-health occupational and professional boards, commissions and programs, enforcing regulations and licensing more than 125 occupational and professional licensing categories. The Boards, Commissions and programs are responsible for reviewing applications, administering examinations, responding to certification requests by other jurisdictions, and regulating the practices of individual professions.

**C.6.1.7.4.3.4 Zoning, Specifically, One City Business Portal will feature content on Certificate of Occupancy (C of O) and Home Occupation Permit (HOP)**

**C.6.1.7.4.3.4.1** DCRA's Office of the Zoning Administrator reviews applications for conformity with DC Zoning Regulations (Title 11 DCMR); including building permit applications, Certificate of Occupancy (C of O) applications for allowable uses, occupancy load, verification of address, lot and square, and to determine whether inspections and building plans are required for C of O approval, Subdivision applications to ensure that they meet lot size, lot width and other requirements, and Home Occupation Permit (HOP) applications for allowable uses, employee and customer visit limits, and verification of the type of dwelling to be used.

**C.6.1.7.4.3.4.2** A home occupation is a business, profession or other economic activity conducted full- or part-time in the principal residence of the person conducting the business. Examples of allowable home occupations are general office use, tutoring of no more than five students at one time, sewing, fine arts activities, computer programming, cosmetologists and hair care providers, physicians and other licensed health care professionals.

**C.6.1.7.4.3.4.3** The District of Columbia Government uses Drupal platform for website content management system and it is hosted by the District's Office of the Chief Technology Officer. Any technologies proposed by the Contractor shall be capable of integrating with Drupal platform for the purposes of content syndication.

**C.6.1.7.4.3.5 Training**

**C.6.1.7.4.3.5.1** The Contractor shall provide full and complete training to DCRA assigned staff members on the use of the CMS, and as further described in Section C.6.5.4 Training Requirements

**C.6.1.8 One City Business Portal Content Management Software Product Requirements**

**C.6.1.8.1** One City Business Portal is the public face to all DCRA Business/Corporations related functions and therefore has a major content management component although the system shall serve for online application intake.

**C.6.1.8.2** Product requirements are outlined in Sections C.6.1.8.2.1 thru C.6.1.8.2.7 below.

#### **C.6.1.8.2.1 Content Editor**

- C.6.1.8.2.1.1** WYSIWYG rich text editor
- C.6.1.8.2.1.2** Spell checker
- C.6.1.8.2.1.3** Ability to limit certain features of WYSIWYG editor to maintain common look and feel throughout the website
- C.6.1.8.2.1.4** Content editors must produce ADA / 508 standards compliant content
- C.6.1.8.2.1.5** Content publisher control of associated meta data

#### **C.6.1.8.2.2 Content Management**

- C.6.1.8.2.2.1** Ability to organize and manage uploaded documents and images
- C.6.1.8.2.2.2** Ability to optimize uploaded pictures and graphic files for quickest page loading
- C.6.1.8.2.2.3** Interactive photo galleries to publish and display photo assets
- C.6.1.8.2.2.4** Document galleries to organize and publish documents according to subject matter
- C.6.1.8.2.2.5** List module for creation and organization of logically related items into lists that can be shared on multiple pages but managed within single list
- C.6.1.8.2.2.6** Example list content: contacts and links
- C.6.1.8.2.2.7** Ability to determine a publishing schedule for specific content

#### **C.6.1.8.2.3 Navigation**

DCRA requires an innovative and latest website navigation design. A common complaint from public users is the difficulty in navigation DC Government websites to identify the correct information regarding business regulatory functions. DCRA requires the most innovative design and navigations for One City Business Portal with a heavy emphasis on ease of finding accurate information.

- C.6.1.8.2.3.1** Consultation with DCRA to determine the website navigation
- C.6.1.8.2.3.2** Friendly URLs
- C.6.1.8.2.3.3** Addition of external pages to navigation
- C.6.1.8.2.3.4** Flexible navigation tools that facilitate management of common links across site
- C.6.1.8.2.3.5** Ability to reorganize content to different sections of the website without manually changing content links

#### **C.6.1.8.2.4 Master Calendar Functionality**

- C.6.1.8.2.4.1** Master calendar to include, but not be limited to sharing events, meetings, and holidays that can be managed in a main calendar and shared across the website by content/subject matter category
- C.6.1.8.2.4.2** iCal links for users to add events to desktop calendar programs such as Outlook
- C.6.1.8.2.4.3** Interactive maps of event locations
- C.6.1.8.2.4.4** Provide RSS feeds by calendar based on content creator defined categories

#### **C.6.1.8.2.5 Forms**

- C.6.1.8.2.5.1** Standard contact forms
- C.6.1.8.2.5.2** Ability to easily add custom forms to site pages and manage content produced by the forms

**C.6.1.8.2.5.3** Surveys and ad hoc reporting

**C.6.1.8.2.6 Security/Authorization**

**C.6.1.8.2.6.1** Ability to centrally add and manage users and specify access rights

**C.6.1.8.2.6.2** Ability to create groups with different access rights

**C.6.1.8.2.6.3** Ability to limit certain group members from specific content and content management functionality

**C.6.1.8.2.6.4** Ability to manage logged in users

**C.6.1.8.2.6.5** Publishing Workflow with ability to customize by security group and user

**C.6.1.8.2.6.6** Audit trail and reports of changes to content within the CMS

**C.6.1.8.2.7 Additional Functionality**

**C.6.1.8.2.7.1** RSS consumption and display of external resources

**C.6.1.8.2.7.2** RSS production on frequently updated content such as news releases and calendar events

**C.6.1.8.2.7.3** “Share This” social networking site links for site visitors to share content on social media, to include, but not limited to Facebook and Twitter

**C.6.1.8.2.7.4** Site templates must be ADA / 508 standards compliance

**C.6.1.8.2.7.5** CSS template features for viewing text only, printing, and mobile access versions of the site

**C.6.1.8.2.7.6** Software Development Kit – Ability for the DCRA to create custom pages and content within the site’s templates to facilitate integration of other e-Gov services software

**C.6.1.8.2.7.7** Search engine that can be directed to index both internally and externally hosted website resources

**C.6.1.8.2.7.8** Ability to manage an interactive multimedia top stories section within the CMS

**C.6.2 TASK 2: ONLINE WIZARDS**

**C.6.2.1** To make the processes of starting and maintaining businesses in the District as easy as possible for businesses, the Contractor shall plan and create easy to use online step-by-step wizards to guide users through complex regulatory processes.

**C.6.2.2** The Wizards shall be easy to use web forms/widgets that shall be available to all public users. The Wizards shall have questionnaires to gather information from users about their type of business. Upon completion of the information gathering from the users, the Wizard shall provide the user with a checklist of items that are required to meet the regulatory requirements along with all the compliance information that is required based on the answers selected in the Wizard questionnaire. The Checklist and compliance information shall be available to the user via a webpage and can be emailed to the user or printed by the user in an Adobe PDF format.

**C.6.2.3 Other Desired Online Wizard Features**

**C.6.2.3.1 Re-Entrancy:** System shall allow Users get back into the wizard to revise what they’ve created.

**C.6.2.3.2 Roadmaps:** Wizards shall show an overview of the functions they contain and where they appear. Included in the concept of a roadmap is the need to clearly mark the boundaries of the wizard, so users know when they have finished.

**C.6.2.3.3 Clarity of Inputs:** At each step, users need to understand clearly what the wizard is asking. A wizard shall provide enough information for users to make decisions and act on them. The Contractor shall work with DCRA to identify the content of the wizards for accuracy and ease of use.

**C.6.2.3.4 Clarity of Outputs:** At the end of Wizard, the system shall produce a predefined set of results based the input values. The desired output shall include a comprehensive checklist of all documents required to be submitted, links to other agency websites as required, and a high level process overview of application process being routed through DCRA and sister agencies, downloadable and printable guide book. The Contractor shall work with DCRA to identify all the wizard outputs per category for the purposes of this project.

#### **C.6.2.3.5 Wizard Processes**

The processes for which the Contractor shall develop Wizards are as follows below in Sections C.6.2.3.5.1 thru C.6.2.3.5.15:

- C.6.2.3.5.1** Register a Domestic Corporation
- C.6.2.3.5.2** Register a Domestic Entity
- C.6.2.3.5.3** Register a Foreign Entity
- C.6.2.3.5.4** Register and License a Non-Profit Organization
- C.6.2.3.5.5** Reserve or Register a Trade Name
- C.6.2.3.5.6** Comply with Ongoing Corporate Filing Requirements
- C.6.2.3.5.7** Apply for a Basic Business License (BBL)
- C.6.2.3.5.8** Verify a Business License
- C.6.2.3.5.9** Renew or Duplicate Basic Business License Online
- C.6.2.3.5.10** Get a Certificate of Good Standing (DCRA)
- C.6.2.3.5.11** Get a Clean Hands Status (Office of Tax and Revenue)
- C.6.2.3.5.12** Register Device with Weights and Measures
- C.6.2.3.5.13** Get a Professional License
- C.6.2.3.5.14** Get a Certificate of Occupancy
- C.6.2.3.5.15** Get a Home Occupancy Permit

#### **C.6.2.4 Industry-Specific Wizards**

The Wizards that walk users through the processes outlined in section “Wizard Processes” shall be tailored as specifically as possible to the users’ types of businesses and shall include DCRA specific regulatory needs as well as other agency specific regulatory needs based on the industry. The Contractor shall develop the five (5) following business-specific wizards listed in Sections C.6.2.4.1 thru C.6.2.4.5 below:

- C.6.2.4.1** Restaurants
- C.6.2.4.2** Construction
- C.6.2.4.3** General Business Consulting
- C.6.2.4.4** Professional Services
- C.6.2.4.5** Rental Housing

### **C.6.3 TASK 3: REGULATORY DASHBOARD**

**C.6.3.1** The Contractor shall design and build a web-based dashboard that shall provide timely and secure access to key regulatory information related to a user's specific business. The dashboard shall be available via the One City Business Portal website. The Contractor shall retrieve this regulatory information along with user account information from different systems that exist within DCRA's infrastructure and a few systems outside of DCRA. The system shall allow new users to register to create an account.

#### **C.6.3.2 Regulatory Dashboard System Features and Requirements**

**C.6.3.2.1 Styling:** The Regulatory Dashboard shall be available to the users via the One City Business Portal and therefore shall be consistent with the look and feel of the entire portal. The styling and color theme shall also blend well with the One City Business Portal.

**C.6.3.2.2 Design:** The Contractor shall provide a minimum of three (3) designs each for web and mobile versions of the Regulatory Dashboard including screen mock ups for DCRA review and approval.

**C.6.3.2.3 One Stop Payment / Shopping Cart:** The Regulatory Dashboard shall have a "Shopping Cart" feature that shall allow registered users to select fee items individually and pay via a secure payment method.

**C.6.3.2.4 Mobile Version:** The Regulatory Dashboard (including the shopping cart) shall be compliant with popular mobile platforms, including IOS, Android and Microsoft mobile platforms.

**C.6.3.2.5 User Registration:** The Regulatory Dashboard shall provide for self-service user account creation and "User Name/Password reset" feature. The Contractor shall work with DCRA to determine the new account registration process.

**C.6.3.2.6 Email Notifications:** Once users register for an account and submit the information regarding their business, the system shall track all necessary renewal dates and generate email notifications on a predefined schedule to keep registered users informed of upcoming due dates and associated filing fees.

**C.6.3.2.7 Online Intake:** Registered users shall be able to submit applications/renewal online through One City Business Portal. DCRA seeks to replace/consolidate the below public systems intake forms listed in Sections C.6.3.2.7.1 and C.6.3.2.7.2 via the One City Business Portal project:

**C.6.3.2.7.1** Apply for a Basic Business License:

<https://cpms.dcradc.gov/OSUBI/Default.aspx> (Requirement: Contractor shall use Accela Gov Xml (Attachment J.14) integration scripting language for integration with back office system)

Renew or Duplicate Basic Business License Online (Requirement: Contractor shall use Accela Gov Xml (Attachment J.14) integration scripting language for integration with back office system). <https://cpms.dcradc.gov/osr/>

**C.6.3.2.7.2** Register Corporation and all related online application intake processes (may use web-services or other Integration methods as agreed upon by DCRA):

Request for Proposals No. DCCR-2014-R-0001

Department of Consumer and Regulatory Affairs - One City Business Portal

Refer <http://dcra.dc.gov/page/dcra-online-services><http://dcra.dc.gov/page/dcra-online-services> “Register Corporation” section and all links within the section.

**C.6.3.3** Once a user registers to use the dashboard, the user shall see the status of the regulatory processes listed in Sections C.6.3.3.1 thru C.6.3.3.10:

**C.6.3.3.1 Corporate Registration Status from DCRA’s Corporate Online System to include:**

**C.6.3.3.1.1** Corporate Status

**C.6.3.3.1.2** Deadlines for key annual filings

**C.6.3.3.1.3** Fees Due and capability to pay online

**C.6.3.3.2 Basic Business License status from DCRA’s Accela Automation System (Business License Module)**

**C.6.3.3.2.1** Business License Number

**C.6.3.3.2.2** License Expiration Date

**C.6.3.3.2.3** License Endorsements Listings

**C.6.3.3.2.4** Fees Due and capability to pay online

**C.6.3.3.3 Professional License status from DCRA’s Prommisor System**

**C.6.3.3.3.1** License numbers affiliated with a specific business and the expiration dates of those licenses

**C.6.3.3.3.2** Fees Due and capability to pay online

**C.6.3.3.4 Certified Business Enterprise (CBE) status from DC Department of Small and Local Business Development’s Public Website System via a hyperlink**

**C.6.3.3.4.1** CBE Number

**C.6.3.3.4.2** CBE Status

**C.6.3.3.4.3** CBE Expiration Date

**C.6.3.3.4.4** CBE Preference Points

**C.6.3.3.5 Certificate of Occupancy status (CofO) from DCRA’s Accela Automation System (Permitting Module)**

**C.6.3.3.5.1** CofO Number

**C.6.3.3.5.2** CofO Category

**C.6.3.3.6 Address Information from DCRA’s Property Information Verification System**

**C.6.3.3.6.1** Business Address

**C.6.3.3.7 Building Permits Issued at Address**

**C.6.3.3.7.1** Address Map

**C.6.3.3.7.2** Inspections Issued at Address

**C.6.3.3.8 Alcoholic Beverage License Status from ABRA’s Public Website via a hyperlink**

**C.6.3.3.8.1 License Types and Expiration Dates**

**C.6.3.3.9 Document Images from DCRA’s FileNet Document Management System**

**C.6.3.3.9.1 Image of Business License**

**C.6.3.3.9.2 Image of CofO**

**C.6.3.3.10 ProjectDox Plan Review Status from DCRA’s ProjectDox System**

**C.6.3.3.10.1 Status of reviews underway in ProjectDox**

**C.6.3.3.10.2 Types of permits under review**

**C.6.3.4 Online Intake:** Registered users shall be able to submit applications/renewal online through One City Business Portal. DCRA seeks to replace/consolidate below public systems intake forms via the One City Business Portal project:

**C.6.3.4.1 Apply for a Basic Business License:**

<https://cpms.dcra.dc.gov/OSUBI/Default.aspx> (Requirement: DCRA uses Accela Automation Licensing module for back office operations and the Contractor shall use Accela Gov Xml (Attachment J.14) integration scripting language for integration with back office system. Refer [www.accela.com](http://www.accela.com))

Renew or Duplicate Basic Business License Online <https://cpms.dcra.dc.gov/osr/> (Requirement: DCRA uses Accela Automation Licensing module for back office operations and the Contractor shall use Accela Gov Xml (Attachment J.14) integration scripting language for integration with back office system. Refer [www.accela.com](http://www.accela.com))

**C.6.3.4.2 Register Corporation and all related online forms (may use web-services or other Integration methods as agreed upon by DCRA. The corporation system is Net/Sql 2K8 web application.)**

Refer <http://dcra.dc.gov/page/dcra-online-services> <http://dcra.dc.gov/page/dcra-online-services> “Register Corporation” section and all links within the section.

**C.6.4 TASK 4: SYSTEM ADMINISTRATION MODULE AND OTHER SYSTEM FEATURES**

**C.6.4.1** The Contractor shall design and build the system administration module for the system for the operational needs, to include the features listed in Sections C.6.4.1.1 thru C.6.4.1.6.

**C.6.4.1.1** User account administration functions (password reset, unlock and other basic trouble shooting)

**C.6.4.1.2 Role-based Access:** Capability to establish different roles that have specially configured access rights to data/functionality, and the ability to assign users to these various roles.

- C.6.4.1.3** Batch job monitoring module which provides DCRA OIS staff a method to track, maintain, manage, and manipulate the scheduled jobs (such as content synchronization, data upload/downloads on an ongoing basis.
- C.6.4.1.4 Revenue handling:** Ability to collect and process payments online, and tracking thereof.
- C.6.4.1.5** Email notification engine with easy to configure features to allow DCRA to configure new email notifications in post-production phase.
- C.6.4.1.6 Back-office operations:** The Contractor shall identify the various DCRA user profiles (customer service, Licensing managers/super users, Executives and design appropriate access levels and user interfaces for the system. The Contractor shall work with DCRA staff to understand requirements and design this module.

## **C.6.5 TASK 5: PROJECT MANAGEMENT AND DOCUMENTATION REQUIREMENTS**

### **C.6.5.1 Project Administration, Management and Planning Requirements:**

The Contractor shall provide full project management support and assign a dedicated Project Manager for the duration of the contract. The Contractor shall be responsible for the requirements listed in Sections C.6.5.1.1 thru C.6.5.1.3.

- C.6.5.1.1** Provide dedicated Project Management Support for the contract with input and updates to project artifacts as estimated and requested by DCRA program team.
- C.6.5.1.2** Develop and submit detailed Weekly Project status report and MS Project Plan at the task level.
- C.6.5.1.3** Develop and submit monthly report and attend monthly briefing with DCRA executive sponsors.

### **C.6.5.2 Design and Development Requirements**

- C.6.5.2.1** The Contractor shall provide professional services for the duration of the contract to conduct full requirements analysis and documentation, software design, development, submit data migration scripts for DCRA approval, and conduct data migration for the One City Business Portal.
- C.6.5.2.2** The Contractor shall work with DCRA assigned program staff and technical staff for the purposes of requirements definition, clarification & approval, design/prototype reviews & approval.
- C.6.5.2.3** The Contractor shall provide the source code for all the system and website components designed and created during the project to DCRA for unlimited and perpetual use. The source code shall be delivered at the end of the base period of the contract. (See § I.5)
- C.6.5.2.4** The Contractor shall finalize and document detailed system design and produce project documentation, including but not limited to the documentation listed in Sections C.6.5.2.4.1 thru C.6.5.2.4.6 below:

- C.6.5.2.4.1** Hardware installation documentation;
- C.6.5.2.4.2** Software installation documentation;
- C.6.5.2.4.3** Hardware configuration documentation;
- C.6.5.2.4.4** Functional design documents;
- C.6.5.2.4.5** Technical design documents; and
- C.6.5.2.4.6** Contingency/Disaster Recovery Plan

### **C.6.5.3 Testing Requirements**

- C.6.5.3.1** The Contractor shall perform testing throughout the software development life cycle and produce documentation including test strategy, test scripts, defect reports and test completion report.

### **C.6.5.4 Training Requirements**

- C.6.5.4.1** The Contractor shall provide a training plan to train DCRA technical and program staff on how to use and maintain One City Portal public site, back office operations and system administration, including ongoing data & content maintenance and upkeep.
- C.6.5.4.2** The Contractor shall provide onsite training, including electronic training manuals at DCRA premises (1100 4<sup>th</sup> St SW, Washington DC), unless advance notice of a different training location is requested by DCRA.
- C.6.5.4.3** The Contractor shall provide User Manuals for public users on how to use the One City Business Portal.

### **C.6.5.5 Deployment Requirements**

- C.6.5.5.1** The Contractor shall provide a full deployment plan and deployment schedule.
- C.6.5.5.2** The Contractor shall perform complete deployment of the One City Portal on DCRA servers.
- C.6.5.5.3** The Contractor shall conduct post deployment checks on all modules and provide for DCRA approval a completed deployment evaluation report for go-live decision.
- C.6.5.5.4** The Contractor shall provide four (4) weeks of post deployment support to resolve any issues that may arise during production cutover beginning one day after submission of the Deployment Evaluation Report as stated in Section C.6.5.5.3.

### **C.6.5.6 Operations, Maintenance, and Support Requirements**

- C.6.5.6.1** The Contractor shall provide ongoing maintenance and support, including break-fix support and any software upgrades upon completing production deployment and post production support period.
- C.6.5.6.2** The Contractor shall provide support for all aspects of database, software and hardware, as well as technical support including, but not limited to:

- C.6.5.6.2.1** Response to technical requests as defined in the to-be-developed Service Level Agreement (SLA). Product issues, technical support, business process issues, and connectivity issues that cannot be resolved immediately shall be escalated to the appropriate organization for disposition. Contractor shall prepare and provide technical issue escalation procedures.
- C.6.5.6.2.2** Develop and provide Standard Operating Procedures (SOP) for System Administrators and other defined user roles.
- C.6.5.6.2.3** Provide help desk support during regular business hours (generally 8:30 a.m. to 5:30 p.m. Eastern Time [ET]), and extended hours (e.g. evening and weekends) if necessary when given advanced notice. Contractor shall provide a Help Desk/User Support Plan.

**END OF SECTION C**

**SECTION D: PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**END OF SECTION D**

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.  
(Attachment J.1)

**END OF SECTION E**

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of two (2) years from date of award specified on the cover page of this contract.

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

**F.2.1** The District may extend the term of this contract for a period of three (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The price for the option period shall be as specified in the 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 five (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:

**F.3.1 Project Administration, Management and Planning**

<i><b>Deliverable Name</b></i>	<i><b>Quantity</b></i>	<i><b>Delivery Method</b></i>	<i><b>Due by</b></i>
Project Management Support as described in Section C.6.5.1.1.	1	Onsite & Email	1 week from date of award, ongoing weekly for duration of contract.
Weekly Project status report and MS Project Plan as stated in Section C.6.5.1.2.	1	Email & Meeting with DCRA program staff	1 week from date of award, ongoing weekly for duration of contract.
Monthly executive briefing as stated in Section C.6.5.1.3.	1	Meeting	1 month from date of award, ongoing monthly for duration of contract.

**F.3.2 Design and Development Deliverables**

<i><b>Deliverable Name</b></i>	<i><b>Quantity</b></i>	<i><b>Delivery Method</b></i>	<i><b>Due by</b></i>
Product Software source code as stated in Section C.6.5.2.3.	1	ELECTRONIC & CD	Completed by end of contract base period.
Hardware installation documentation as stated in Section C.6.5.2.4.1	1	ELECTRONIC & Hardcopy	2 months from date of award
Software installation documentation as stated in Section C.6.5.2.4.2	1	ELECTRONIC & Hardcopy	3 months from date of award
Hardware configuration documentation as stated in Section C.6.5.2.4.3	1	ELECTRONIC & Hardcopy	2 months from date of award
Website design templates as stated in Section C.6.1.7.1.2	3	ELECTRONIC & Hardcopy	2 months from date of award
Functional design documents as stated in Section C.6.5.2.4.4	1	ELECTRONIC & Hardcopy	First version due 2 months from date of award
Technical design documents as stated in Section C.6.5.2.4.5	1	ELECTRONIC & Hardcopy	First version due 2 months from date of award
Contingency/Disaster Recovery Plan as stated in Section C.6.5.2.4.6	1	ELECTRONIC & Hardcopy	First version due 2 months from date of award
Data Migration Scripts as stated in Section C.6.5.2.1	1	ELECTRONIC & Hardcopy	4 months from date of award

**F.3.3 Testing Deliverables**

<i><b>Deliverable Name</b></i>	<i><b>Quantity</b></i>	<i><b>Delivery Method</b></i>	<i><b>Due by</b></i>
Test Strategy as described in Section C.6.5.3.1.1	1	ELECTRONIC & Hardcopy	4 weeks from date of award
Test scripts for functional testing as described in Section C.6.5.3.1.2	1	ELECTRONIC & Hardcopy	1 month from date of award and weekly ongoing for duration of contract
Test scripts for integration testing as described in Section C.6.5.3.1.3	1	ELECTRONIC & Hardcopy	2 month from date of award and weekly ongoing for duration of contract
Defect reports as stated in Section C.6.5.3.1.4	1	Hardcopies, ELECTRONIC & Online	2 month from date of award and weekly ongoing for duration of contract
Performance testing as stated in Section C.6.5.3.1.5	1	ELECTRONIC & Online	3 months prior to contract completion.

User Acceptance Testing (UAT) as stated in Section C.6.5.3.1.6	1	Onsite & Electronic	2 month from date of award and weekly ongoing for duration of contract
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#### F.3.4 Training Deliverables

<i>Deliverable Name</i>	<i>Quantity</i>	<i>Delivery Method</i>	<i>Due by</i>
Training Plan as stated in Section C.6.5.4.1	1	ELECTRONIC & Hardcopy	3 months from date of award.
On-Site Training and Training Manuals as stated in Section C.6.5.4.2	1	ELECTRONIC & Hardcopy	6 month from date of award and weekly ongoing for duration of contract
User's Manuals as stated in Section C.6.5.4.3	1	Hardcopies, ELECTRONIC & Online	3 months prior to completion of contract.

#### F.3.5 Deployment Deliverables

<i>Deliverable Name</i>	<i>Quantity</i>	<i>Delivery Method</i>	<i>Due by</i>
Deployment Plan and Deployment Schedule as stated in Section C.6.5.5.1	1	ELECTRONIC & Hardcopy	6 month from date of award and weekly ongoing for duration of contract
Deployment Evaluation Report as stated in Section C.6.5.5.3	1	ELECTRONIC & Hardcopy	2 months prior to contract completion.

#### F.3.6 Operations, Maintenance, and Support Deliverables

<i>Deliverable Name</i>	<i>Quantity</i>	<i>Delivery Method</i>	<i>Due by</i>
Technical issue escalation procedures as described in Section C.6.5.6.1.	1	ELECTRONIC & Hardcopy	Post deployment, ongoing and as needed.
Standard Operating Procedures for System Administrators and other defined user roles as stated in Section C.6.5.6.2.	1	ELECTRONIC & Hardcopy	Post deployment, ongoing and as needed.
Help Desk/User Support Plan as described in Section C.6.5.6.3.	1	ELECTRONIC & Hardcopy	Post deployment, ongoing and as needed.

**F.3.7** The Contractor shall submit to the District, 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.

**END OF SECTION F**

## **SECTION G: CONTRACT ADMINISTRATION**

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

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 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 Fiscal Officer with concurrent copies to the CA specified in Section G.9 below. The address of the AFO is:

D.C. Department of Consumer and Regulatory Affairs  
Office of the Chief Financial Officer/AFO  
1100 4<sup>th</sup> Street, S.W., Suite E500  
Washington, D.C. 20024  
Telephone: (202) 442-4400

**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, Purchase order 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 Progress Payments.** The District shall make progress payments as the work proceeds, based on completion of deliverables accomplished which meets the standards of quality established under the contract.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made:

*I hereby certify, to the best of my knowledge and belief, that:*

*(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;*

*(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of §G.6.2 of the contract;*

*(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and*

*(4) This certification is not to be construed as final acceptance of a subcontractor's performance.*

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(Name)

---

(Title)

---

(Date)

(3) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the District shall retain 5 percent of the amount of payment.

(4) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as—

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the District to require the fulfillment of all of the terms of the contract.

(5) Final payment. The District shall pay the amount due the Contractor under this contract after—

(1) Completion and acceptance of all work;

(2) Presentation of a properly invoice; and

(3) Presentation of release of all claims against the District arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned in accordance with Section G.5 of the contract.

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

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

**G.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 District for work performed by any subcontractor under this contract:

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

**G.6.2.2** The Contractor must pay any 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 District only by contracting officers. The contact information for the Contracting Officer is:

**Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST**  
**Director of Contracts, Procurement and Grants**  
**Office of the Deputy Mayor for Planning and Economic Development**  
**1100 4<sup>th</sup> Street, S.W., Suite E500**  
**Washington, D.C. 20024**  
**Telephone (202) 724-8111**  
**Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)**

## **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 ADMINSTRATOR (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:

**Poornima Pulugurta**  
**Chief Information Officer**  
**Department of Consumer and Regulatory Affairs**  
**1100 4<sup>th</sup> Street, S.W., Suite E500**  
**Washington, DC 20024**  
**(202) 442-8925**

**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 District, to take all corrective action necessitated by reason of the unauthorized changes.

**END OF SECTION G**

## **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 Wage Determination No. 2005-2103, Rev. 13, dated June 19, 2013, 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 \$300,000, 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.9.4.1A** 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.

**END OF SECTION H**

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on Required Solicitation Documents under the heading “Quick Links for Vendors”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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 District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

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

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

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

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

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

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

**RESTRICTED RIGHTS LEGEND**

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

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

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

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

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

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

- 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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence. **The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.**

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:

**Jacque McDonald, MBA, MST, CPPO, CPPB, SPSM**  
**Director of Contracts, Procurement and Grants**  
**Office of the Deputy Mayor for Planning and Economic Development**  
**1100 4<sup>th</sup> Street SW, Suite E500**  
**Washington, DC 20024**  
**Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)**

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 the RFP to be issued will contain the following clause:

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.

### **I.13 PRE-AWARD APPROVAL**

In accordance with D.C. Official Code §2-301.05a and §1-204.51( c ), the Council of the District of Columbia must approve an award of any contract that has term extending beyond twelve (12) months.

**I.14 CANCELLATION CEILING**

In accordance with Article 26, Multiyear Contract, of the District of Columbia Standard Contract Provisions for use with On-Line Solicitations and Purchase Orders Only, dated July 2010 and 27 DCMR §2004, in the event of cancellation of the contract because of non-appropriation of funds for fiscal year 2015 and 2016, there shall be a cancellation ceiling of \$ \_\_\_\_\_(FY2015);  
\$ \_\_\_\_\_(FY2016).

**END OF SECTION I**

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Rev. 13, dated June 19, 2013
<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 “Required Solicitation Documents” under Quick Links for Vendors
<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 “Required Solicitation Documents” under Quick Links for Vendors
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice (2014) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2014) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.8</b>	Bidder/Offeror Certification Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.9</b>	Subcontracting Plan Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.10</b>	Contractor Experience Questionnaire Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.11</b>	Past Performance Evaluation Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.12</b>	Cost / Price Disclosure Certification available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.13</b>	Cost / Price Data Requirements available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”

<b>Attachment Number</b>	<b>Document</b>
	under Quick Links for Vendors
<b>J.14</b>	Accela GovXML Changes

**END OF SECTION J**

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

Bidder/Offeror Certification Form

ATTACHMENT J.8

**END OF SECTION K**

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

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

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

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

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

The District may award 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 five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: **"Proposal in Response to Solicitation No. DCCR-2014-R-0001 – Department of Consumer and Regulatory Affairs - One City Business Portal"**.

**L.2.2** 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 below 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.3 TECHNICAL PROPOSAL**

This section shall contain an executive summary of offeror's overall proposal, including a brief description of its organization's mission, history, and philosophy, and describe how the work set forth in Section C, Statement of Work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

#### **L.3.1 Section 1 – Proposed Technologies:**

**L.3.1.1** Offeror shall provide a detailed description of its proposed solution to the Content Management System (CMS) and software tools and technologies to be utilized for building the One City Business Portal website and content aggregation.

**L.3.1.2** Offeror shall provide a detailed description of its proposed software tools and technologies to be utilized for building the One City Business Portal website Regulatory Dashboard, Online Wizards and System Administration module.

**L.3.2 Section 2 – Knowledge, Experience and Capabilities:**

**L.3.2.1** Offeror shall demonstrate its knowledge, experience and ability to manage a project implementation, including managing a project plan, training plan, testing plan, documentation, and change management plan within a rapid deployment environment of similar size and scope.

**L.3.2.2** Offeror shall demonstrate its ability to perform the contract requirements with its proposed mobile friendly design along with software tools and technologies to be utilized for building the One City Business Portal website including the security aspects of mobile payments.

**L.3.3 Section 3 – Organizational Capacity and Management Approach:**

**L.3.3.1** Offeror shall demonstrate its organizational capacity to fulfill the requirements under the contract and shall demonstrate a sound management approach through:

**L.3.3.1.1** Submission of a detailed organizational chart that includes all functions and identifies key personnel positions;

**L.3.3.1.2** Submission of a description of its management approach, staffing, and sample schedule for assigned tasks; and

**L.3.3.1.3** Submission of a quality approach that effectively accomplishes the objectives within the stated timeline.

**L.3.4 Section 4 – Past Performance:**

**L.3.4.1** Offeror shall provide, with proposal, the completed Experience Questionnaire (Attachment J.10) listing all contracts in which the Offeror or its major subcontractors or joint venture partners have performed work of similar complexity, function and scope in the past three (3) to five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in Section C.5; and

**L.3.4.2** Offeror shall provide completed past performance evaluations from a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), that are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form (Attachment J.11).

**L.3.5 Section 5 – Attachments:** The Offeror shall complete and provide in this section, the following documents and pertinent information:

A. Solicitation, Offer and Award form;

B. Attachments referenced in Sections H, I, K and L of this solicitation; and

#### **L.4 PRICE PROPOSAL**

- L.4.1** The Offeror shall identify this portion of the proposal as the “PRICE PROPOSAL”, and bind it separately from the remainder of the proposal. The price proposal will be evaluated separately from the Technical Proposal. Price data shall not be presented in the technical portion of the proposal.
- L.4.2** The Offeror shall submit the price information in the manner and format stated in Section B, Contract Type, Supplies or Services and Price/Cost, and shall conform to the requirements of that Section. Offerors shall submit pricing for all Contract Line Item Numbers (CLINs). Proposals that fail to provide pricing for each CLIN may be considered unacceptable.
- L.4.3** Offerors shall provide cost/price certification and data in accordance with Attachments J.12 and J.13.

#### **L.5 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the Offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

#### **L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

##### **L.6.1 Proposal Submission**

Proposals must be submitted no later than **2:00 pm local time, Wednesday, May 28, 2014 to 1100 4<sup>th</sup> Street SW, Suite E500, Washington, DC 20024.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

(c) The proposal is the only proposal received.

### **L.6.2 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.6.3 Postmarks**

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

### **L.6.4 Late Modifications**

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

### **L.6.5 Late Proposals**

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

## **L.7 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question electronically via the email to the person identified on page one (1), box 10. The prospective Offeror should submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses via the OCP's website. 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 District officials before the award of the contract will not be binding.

## **L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.8.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

**L.8.2** 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.9 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.10 PROPOSAL PROTESTS**

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.11 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.12 RETENTION OF PROPOSALS**

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

## **L.13 PROPOSAL COSTS**

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

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation electronically via email to the person identified on page one (1), box 10. The District 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.15 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 District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.16 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.16.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.16.2** 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.16.3** 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.17 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.18 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District 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 District.

**L.18.1** 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.18.2** 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.

## **L.19 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **11:00 a.m. on Monday, May 12, 2014** at the D.C. Department of Consumer and Regulatory Affairs, 1100 4<sup>th</sup> Street, S.W., Director's Conference Room (Suite E500), Washington, D.C. 20024. Prospective offerors will be given

an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the DMPED and OCP websites at [www.dmped.dc.gov](http://www.dmped.dc.gov) and [www.ocp.dc.gov](http://www.ocp.dc.gov).

**END OF SECTION L**

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

#### M.1.1 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR §1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the contracting officer may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of section 1632.1.

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points,

using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA (70 Points Maximum)**

These evaluation factors consider the Offeror's experience, capacity, organization and management approach, past performance, and proposed methodology used in performing services the same or similar to the required services as described in Section C. These evaluation factors include an examination of the quality of services provided timeliness in service delivery, business practices, and overall satisfaction with the Offeror's performance.

##### **M.3.1.1 Proposed Technologies (0 – 20 points)**

**M.3.1.1.1** Offeror has demonstrated a clear understanding of the requirements with its proposed solution to the Content Management System (CMS) and software tools and technologies to be utilized for building the One City Business Portal website and content aggregation which are complete and well defined. – **10 points**

**M.3.1.1.2** Offeror has demonstrated a clear understanding of the requirements evident by its proposed software tools and technologies to be utilized for building the One City Business Portal website Regulatory Dashboard, Online Wizards and System Administration module which are complete and comprehensive. – **10 points**

##### **M.3.1.2 Knowledge, Experience and Capabilities (0 – 20 points)**

**M.3.1.1.1** Offeror has demonstrated the knowledge, experience and ability to manage a project implementation, including managing a project plan, training plan, testing plan, documentation, and change management plan within a rapid deployment environment of similar size and scope. – **10 points**

**M.3.1.1.2** Offeror's has demonstrated its ability to perform the requirements with its proposed mobile friendly design along with software tools and technologies to be utilized for building the One City Business Portal website including the security aspects of mobile payments. – **10 points**

**M.3.1.3 Organizational Capacity and Management Approach – (0-15 points)**

Offeror has demonstrated the organizational capacity to fulfill the requirements under this solicitation and has demonstrated a sound management approach through:

- M.3.1.3.1** A detailed organizational chart that includes all functions and identifies positions of key personnel; - **5 points**
- M.3.1.3.2** Description of its management approach, staffing, and sample schedule for assigned tasks; - **5 points** and
- M.3.1.3.3** A quality approach that effectively accomplishes the objectives within the stated timeline. – **5 points**

**M.3.1.4 Past Performance (0 – 15 points)**

- M.3.1.4.1** The Offeror has provided, with proposal, the completed Experience Questionnaire (Attachment J.10) listing all contracts in which the Offeror or its major subcontractors or joint venture partners have performed work of similar complexity, function and scope within the last five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in Section C.5; - **5 points** and
- M.3.1.4.2** The Offeror’s completed past performance evaluations from a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District’s Past Performance Evaluation Form (Attachment J.11). – **10 points**

**M.3.2 PRICE CRITERION (30 Points Maximum)**

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

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

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 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.4 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 period. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years.

#### **M.5. 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.5.1 Application of Preferences**

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

- M.5.1.1** 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.5.1.2** 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.5.1.3** 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.5.1.4** 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.5.1.5** 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.5.1.6** 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.5.1.7** 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.5.1.8** 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.5.2 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.5.3 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** 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.5.4.2** 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 850N  
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

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

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

**END OF SECTION M**