

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1
2. Amendment/Modification Number No. 4	3. Effective Date SEE BLOCK 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption: FY 06 Citywide	
6. Issued By: Office of Contracting and Procurement Road and Highway Structures District Department of Transportation 2000 14th Street, N.W. 6th Floor Washington, D.C. 20009		Code	7. Administered By (If other than line 6) District Department of Transportation	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCKA-2007-R-0152
				9B. Dated (See Item 11)
				10A. Modification of Contract/Order No.
				10B. Dated (See Item 13)
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) _____ Clause 15, District of Columbia Std. Cnt. Provisions for Goods/Services The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The purpose of this addendum is to: 1) revise the scope of work; 2) provide attachments that were inadvertently left out of the solicitation posted on the Office of Contracting and Procurement (OCP) website ; and 3) provide responses to potential offeror's questions. 1. Delete page 12 and substitute page 12R in order to delete the requirement that the contractor review the "DDOT Geospatial Metadata Standard, June 2007". 2. On page 14, Section C.5.3.2.20, delete the word "timely" 3. On page 13, Section C.5.3.1, delete the phrase "public-level web access". 4. Delete page 16 and substitute page 16R in order to delete the requirement that the contractor provide software that includes a set of pages for presentation of data to the general public or private entities. 5. Attachment A is supplied to respond to potential offerors' questions and requests for clarification.				
<CONTINUED ON PAGE 2>				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Jerry M. Carter	
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia	16C. Date Signed 3/13/008
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

**PRIORITY
RANKING OF TEAMS REQUIREMENTS**

REQUIREMENTS

Ranking	Line Item	REQUIREMENTS
1	C.5.3.1	The software system shall incorporate <u>at a minimum</u> , security for intrusion prevention and insider threat prevention through stratified access control in three levels: 1) public-level web access; 2)access for managers and executives of each sub-agency described above; and 3) access for C-level and Mayoral staff at the highest level. The ability to implement password access controls is considered to be an acceptable level of compliance.
2	C.5.3.2	The contractor shall provide a software system that allows for a consolidated view of assets and events related to selected locations, with drill-down capabilities. The system must enable users of to have the capability to select a location on a map (e.g. street segment, ward, route), and see a variety of information pertaining to that location, including:
2	C.5.3.2.1	Asset location, characteristics and condition (including identified deficiencies);
2	C.5.3.2.2	route classification (e.g. functional class, NHS, snow plow routes, school bus routes);
2	C.5.3.2.3	street configuration and operational characteristics (e.g. number of lanes,
2	C.5.3.2.4	traffic and Safety (e.g. AADT crash rate);
2	C.5.3.2.5	work requests;
2	C.5.3.2.6	permits;
2	C.5.3.2.7	utility construction plans;
2	C.5.3.2.8	work history by work type and asset;
2	C.5.3.2.9	planned and active capital projects (including local and federally funded, signal and street lighting work);
2	C.5.3.2.10	curbside regulations;
2	C.5.3.2.11	underground utilities;
2	C.5.3.2.12	zonal or polygon data (e.g. zoning, flood-prone areas, historic districts);
2	C.5.3.2.13	pavement surface types; and
2	C.5.3.2.14	Highway Performance Monitoring System (HPMS) segments.
2	C.5.3.2.29	The contractor shall provide a software system that has the capability to automate the production of required federal reports that draw upon data maintained at the enterprise level (e.g. location, street lengths) or from multiple business units. These include the HPMS report, highway statistics reports and the mileage certification report. Federal reports related to events occurring in the design, construction and maintenance (e.g. design exceptions, bid opening/tabulations, changes and extra work) must be considered as part of work flow automation within and across individual asset management systems.
3	C.5.3.2.15	The contractor shall provide a software system that has the ability to drill down to further levels of detail from information seen on the map. Drill-down capabilities include the following:
3	C.5.3.2.15.1	PDF's of special studies or reports;
3	C.5.3.2.15.2	individual accident reports and intersection diagrams;
3	C.5.3.2.15.3	bridge inspection reports;
3	C.5.3.2.15.4	design drawings/As-built drawings;
3	C.5.3.2.15.5	work request detail;
3	C.5.3.2.15.6	capital project detail; and
3	C.5.3.2.15.7	project history detail.
4	C.5.3.2.17	The contractor shall provide a software system that provides the ability to manage asset data without a spatial component through tabular data displays.

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- The contractor shall provide a software system that meets executive information needs. The software system must enable DDOT executives to have efficient access to summaries of activities, performance and exceptions. The software system must have the capability to enable DDOT executives to drill-down to more specific information based on the higher-level summaries they review. The system must meet the following minimum executive information needs:
- 5 **C.5.3.2.31** Weekly performance report automation;
 - 5 **C.5.3.2.31.1** Roll-ups/tabulations of service requests by type and status;
 - 5 **C.5.3.2.31.2** Financial information – available and obligated dollars by category, programmed projects and their status;
 - 5 **C.5.3.2.31.3** Projects with change orders exceeding a threshold;
 - 5 **C.5.3.2.31.4** Work requests open over a certain threshold time period;
 - 5 **C.5.3.2.31.5** Work flow delays (e.g. event in a given status for more than a certain amount of time);
 - 5 **C.5.3.2.31.6** Summaries of responses to past events in a form helpful to understanding; and
 - 5 **C.5.3.2.31.7** Requirements of similar future events, e.g. expenditures by activity type associated with hurricanes;
- The software shall provide a system that enables end users to access a central repository of information via a web portal, which will include both map and tabular displays. The contractor shall provide a system that enables end users to also be able to access this repository via a thick GIS client. Data loaded into the GIS Repository must be spatially enabled in the geodatabase, rather than in local databases.
- 6 **C.5.3.2.36** The software system shall provide a set of asset analysis modules that must provide budgeting and planning support through multiple scenario future projections of condition, calculated through deterioration and improvement projections.
 - 7 **C.5.3.2.47** The software system shall provide a system that allows selected users to perform business trade-off analysis.
 - 8 **C.5.3.2.48** The software system shall provide a work order system that must be used to schedule, monitor, and track maintenance activities on assets. It must also provide budgeting and planning support for maintenance activities.
 - 9 **C.5.3.2.49** The software system shall provide a system that provides for maintenance over time of the relationship of interconnected assets. The system must allow assets to be related to one another and to appropriately apply asset characteristic changes across the related assets.
 - 10 **C.5.3.2.50** The software system shall include the capability to model asset performance so that maintenance strategies for the life-cycle costs of each asset type can be objectively evaluated.
 - 11 **C.5.3.2.51** The software system shall provide an open architecture in which to house the entire set of transportation infrastructure assets and attributes data.
 - 12 **C.5.3.2.52** The software system shall include the capability to coordinate work flow and data updates across different asset management/work management systems.
 - 13 **C.5.3.2.34** The contractor shall provide a software system that supports live access to detailed documents from the future Document Management repository.
 - 14 **C.5.3.2.16** The contractor shall provide a software system that enables users to have the ability to facilitate workflows and make timely status information available for processes involving multiple business units. Specific processes must include:
 - 15 **C.5.3.2.20** Capital project budgeting and approvals – Project initiation (neighborhood planning, special studies, scoping, estimates, financing plan, priority-setting, programming.);
 - 16 **C.5.3.2.23** Design/construction management – hiring design consultant, design approvals, bid preparation, advertisement, bid award, daily work tracking, payment, change orders, inspections, close-out;
 - 16 **C.5.3.2.24** Maintenance management – work orders, inspections, notifications to other units;.
 - 16 **C.5.3.2.25** Neighborhood transportation/traffic calming study punch list tracking; and
 - 16 **C.5.3.2.26** HPMS reporting work flow – data input, validation, correction, report generation, checking, submittal.
 - 16 **C.5.3.2.27** The contractor shall provide a software system that enables the user to search by street address.
 - 17 **C.5.3.2.28** The contractor shall provide a software system that supports workflows across business areas. The contractor shall automate functions which include: 1) the creation of requests for action; 2) electronic sign-offs; 3) queries to see where a particular issue is and who it is currently assigned to; 4) automated alerts when a particular event occurs; and 5) automated transfer of responsibility to supervisors if there is no action taken within a certain amount of time.
 - 18 **C.5.3.2.19** The contractor shall provide a software system that has the capability to generate the following types of standard reports and queries as well as ad hoc reports:
 - 19 **C.5.3.2.30**

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- 19 C.5.3.2.30.1 Weekly/monthly performance report by administration;
- 19 C.5.3.2.30.2 asset summary by ward: mileage, number of bridges, number of culverts;
- 19 C.5.3.2.30.3 monthly activity summary by ward: potholes filled, lane-miles resurfaced; and
- 19 C.5.3.2.30.4 FHWA required reports for Highway Performance Monitoring System (HPMS) and the National Bridge Inspection System (NBIS).
The contractor shall provide a software system that provides efficient data entry, updating and validation mechanisms. Electronic recording of data as close as possible to its source must be the objective.
- 20 C.5.3.2.32 The contractor shall provide a software system with capability for data validation routines that produce reports of anomalies, mapping capabilities (which can greatly assist in identifying data errors), and workflow support for data update and review cycles and other features that address data quality concerns.
- 21 C.5.3.2.33 The software system shall provide intuitive and simple user interfaces. The contractor shall provide user-friendly interfaces to access the data, similar to web navigation tools with menus and easily interpreted icons.
- 22 C.5.3.2.35
- 23 C.5.3.2.37 The software shall provide a system that supports thematic mapping including but not limited to:
- 23 C.5.3.2.37.1 Assets by condition classification, age classification, type, years since last treatment (different categories to be defined for pavements, bridges, culverts, signs, and lights for example);
- 23 C.5.3.2.37.2 streets by Annual Average Daily Traffic (AADT) range, number of lanes, functional classification;
- 23 C.5.3.2.37.3 high accident locations;
- 23 C.5.3.2.37.4 capital projects by status and year; and
- 23 C.5.3.2.37.5 Highway Performance Monitoring System sections.
The software shall provide a system that supports historical views of data. Users will be able to view historical information about assets, including older versions of GIS representations of these assets (e.g. pavement condition, history for a road that has been realigned).
- 24 C.5.3.2.39 The software shall provide a system that integrates data using Linear Referencing and GIS tools. The system must enable users to make use of GIS tools for thematic mapping and for queries and analyses utilizing the linear referencing system (LRS). This requires an association of asset attributes to the geographic representations of the assets and ensuring that as geographic data and attribute data is changed, those changes are propagated throughout the linear referencing system event tables. The LRS must be maintained when network changes occur.
- 25 C.5.3.2.40
- 25 C.5.3.2.41 The software system shall support the following linear referencing methods: SSD ID+offset, route ID+offset from beginning of route, street address, and latitude/longitude.
- 25 C.5.3.2.43 The software shall support Oracle 10g as the enterprise database management system for the data repository.
The software shall provide a system that uses an ESRI ArcSDE Geodatabase for managing spatial and attribute data. The geodatabase must integrate the spatial and attribute data as well as provide the management of the relationship between features.
- 25 C.5.3.2.45
- 25 C.5.3.2.53 The software system will be able to manage and maintain an unlimited number of location referencing methods.
- 25 C.5.3.2.54 The software system shall provide LRS dynamic segmentation capability.
- 25 C.5.3.2.55 The software system shall support ArcSDE versioning per the operational workflows in the GIS Data Stewardship Plan.
- 26 C.5.3.2.42 The software system shall provide a system that supports a User-Level Hierarchy.
The software shall support the IT infrastructure based on the existing network architecture composed of the following interconnected networks operated and maintained by the DDOT
- 26 C.5.3.2.46 NOC data center:
DC WAN: The OCTO Geodatabase, located at a remote location (Judiciary Square) on OCTO servers must be accessed via the D.C. WAN, maintained by OCTO. Internet connectivity for DDOT is provided through the DC WAN via high-speed fiber.
- 26 C.5.3.2.46.1
- 26 C.5.3.2.46.2 DDOT LAN: The Hansen Call Center Database and other TEAMS applications located at the DDOT in-house data center at the Frank E. Reeves Municipal Center, must be accessed via the DDOT LAN, maintained by DDOT.

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- 26 **C.5.3.2.46.3** DDOT WAN: The TEAMS asset management applications, hosted at remote DDOT sites and remote DDOT clients, must be connected and accessed via the DDOT frame relay cloud.
- 26 **C.5.3.2.46.4** The DDOT WAN infrastructure is based on Frame Relay T1, SMDS, and redundant ISDN circuits. Some DDOT locations are connected to the Data Center via high-speed fiber.
- 26 **C.5.3.2.46.5** DDOT NOC and Data Center: DDOT currently has its own data center, shared with the Department of Public Works (DPW) at the Frank E. Reeves Municipal Center. While the two departments are currently in the process of splitting their IT infrastructures so as to be completely independent of each other, it is expected that they will both continue to host their respective infrastructures within the same data center. New TEAMS servers must be hosted out of the same data center.
- 27 **C.5.3.2.21** Response to citizen inquiries/complaints – Recording the complaint, notifying appropriate parties, assigning responsibility for the complaint, determining what is needed to respond, recording work done to respond, communicating back to the customer, closing the request, performance reporting;
- 27 **C.5.3.2.22** Response to internally-generated issues (tracking work flow across different units);
- 27 **C.5.3.2.38** The software shall include a set of pages for presentation of data to the general public or private entities.
- 28 **C.5.3.2.18** The contractor shall provide a software system that allows users to customize their “home” page.

CURRENT DEPARTMENTAL ISSUES REGARDING MANAGEMENT OF ASSETS

DDOT Assets & Business	Database	Applications & Systems	Major Functions	Issues
Roadway	Access	SIS	<ol style="list-style-type: none"> 1. Data Collection 2. Data Analysis 3. Data Reporting 	<ol style="list-style-type: none"> 1. No GIS Interface 2. No data sharing with other systems. 3. Built on old technology 4. File based database
Pavement	Access	SIS	<ol style="list-style-type: none"> 1. Data Collection 2. Data Analysis 3. Data Reporting 	<ol style="list-style-type: none"> 1. No GIS Interface 2. No data sharing with other systems. 3. Built on old technology 4. File-based database
Traffic	Access	SIS	<ol style="list-style-type: none"> 1. Data Collection 2. Data Analysis 3. Data Reporting 	<ol style="list-style-type: none"> 1. No GIS Interface 2. No data sharing with other systems. 3. Built on old technology. 4. File-based database
Bridge/Tunnel	Sybase	PONTIS	<ol style="list-style-type: none"> 1. Data Collection 2. Data Analysis 3. Data Reporting 	<ol style="list-style-type: none"> 1. No GIS Interface 2. Not integrated with street centerlines. 3. No data sharing with other systems.
Signals	Data Only			<ol style="list-style-type: none"> 1. Management system not available. 2. Need GIS Interface 3. File-based database
Signs	Data			<ol style="list-style-type: none"> 1. Management system not

CURRENT DEPARTMENTAL ISSUES REGARDING MANAGEMENT OF ASSETS

	Only			<p>available.</p> <ol style="list-style-type: none"> Need GIS Interface File-based database
Street Lights/Parking Meters	Oracle	iSLIMS	<ol style="list-style-type: none"> Data Collection Data Reporting 	<ol style="list-style-type: none"> Not integrated with street centerlines No data sharing with other systems.
HPMS	Access	SIS	<ol style="list-style-type: none"> Data Reporting 	<ol style="list-style-type: none"> No GIS Interface No data sharing with other systems Built on old technology File-based database
Accident/Safety	Oracle	TARAS	<ol style="list-style-type: none"> Data Collection Data Reporting 	<ol style="list-style-type: none"> No GIS Interface Not integrated with street centerlines No data sharing with other systems
Project Tracking	Oracle	PROTRACK	<ol style="list-style-type: none"> Data Collection Data Reporting 	<ol style="list-style-type: none"> No GIS Interface Not integrated with street centerlines No data sharing with other systems.
Pavement Markings	Access			<ol style="list-style-type: none"> Management system not available Need GIS Interface
Trees	Oracle	CityWorks	<ol style="list-style-type: none"> Data Collection Data Analysis 	Not integrated with street centerlines

CURRENT DEPARTMENTAL ISSUES REGARDING MANAGEMENT OF ASSETS

			3. Data Reporting	
Sidewalk/Retaining Wall	Access	Sidewalk/Retaining Wall Inventory	1. Data Collection 2. Data Analysis 3. Data Reporting	
Attenuator/Guardrail	Access	Attenuator/Guardrail Inventory	1. Data Collection 2. Data Analysis 3. Data Reporting	1. Not integrated with street centerlines
Alleys	Access	Alley Inventory	1. Data Collection 2. Data Analysis 3. Data Reporting	

6. Add the following section to SECTION G: CONTRACT ADMINISTRATION of the RFP

“G.11 ORDERING CLAUSE

G.11.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

G.11.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.11.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.”

successfully meet these objectives. In addition, the contractor shall review documents generated from previous studies and audits, as listed below in this section:

- C.5.1.1 TEAMS High-Level Functional Requirements: Functional Requirements Analysis and Implementation Strategy for the Transportation Enterprise Asset Management System (TEAMS), November 7, 2003;
- C.5.1.2 Feasibility Assessment: Functional Requirements Analysis and Implementation Strategy for the Transportation Enterprise Asset Management System (TEAMS), October 2003;
- C.5.1.3 TEAMS IT Infrastructure Technology Assessment Report, Aug 30, 2003;
- C.5.1.4 DDOT Data Stewardship Plan, April 23, 2007;
- C.5.1.5 DDOT Geospatial Data Maintenance Plan, June, 2007;
- C.5.1.6 DDOT QA/QC Plan for Geospatial Data, May 3, 2007;
- C.5.1.7 **DELETED**
- C.5.1.8 TEAMS Concept of Operations, March 2007;
- C.5.1.9 Street Spatial Database Data Dictionary, Nov 2004;
- C.5.1.10 Data Loading Summary for DDOT Street Spatial Database Development, Nov 17, 2004;
- C.5.1.11 Use Case Summary for DDOT Street Spatial Database Development, Nov 17, 2004;
and
- C.5.1.12 DDOT Baseline Spatial Data Specification, June 2007.

C.5.2 BASELINE PROJECT PLAN (CLIN 0002)

The contractor shall provide a written “Baseline Project Plan” to include 1) a summary of current (“as is”) technology and business processes using information gathered from the DDOT Discovery (CLIN 0001); 2) a description of the technology necessary to deliver the (“as should be”) business processes as described in Section C.5.3; and 3) a functional plan for implementation. The Baseline Project Plan must be a deliverable, and subject to inspection and acceptance by the COTR before beginning any other work related to this project. As the primary component of the Contractor’s Baseline Project Plan, the Contractor shall identify the proposed COTS software product for implementation into this project. The plan must include milestones and timelines for the remaining tasks to be performed as well as an accountability matrix for contractor personnel planning.

- C.5.3.2.33 The contractor shall provide a software system with capability for data validation routines that produce reports of anomalies, mapping capabilities (which can greatly assist in identifying data errors), and workflow support for data update and review cycles and other features that address data quality concerns.
- C.5.3.2.34 The software system shall include the capability to coordinate work flow and data updates across different asset management/work management systems.
- C.5.3.2.35 The software system shall provide intuitive and simple user interfaces. The contractor shall provide user-friendly interfaces to access the data, similar to web navigation tools with menus and easily interpreted icons.
- C.5.3.2.36 The software shall provide a system that enables end users to access a central repository of information via a web portal, which will include both map and tabular displays. The contractor shall provide a system that enables end users to also be able to access this repository via a thick GIS client. Data loaded into the GIS Repository must be spatially enabled in the geodatabase, rather than in local databases.
- C.5.3.2.37 The software shall provide a system that supports thematic mapping including but not limited to:
- C.5.3.2.37.1 Assets by condition classification, age classification, type, years since last treatment (different categories to be defined for pavements, bridges, culverts, signs, and lights for example);
 - C.5.3.2.37.2 streets by Annual Average Daily Traffic (AADT) range, number of lanes, functional classification;
 - C.5.3.2.37.3 high accident locations;
 - C.5.3.2.37.4 capital projects by status and year; and
 - C.5.3.2.37.5 Highway Performance Monitoring System sections.
- C.5.3.2.38 **DELETED**
- C.5.3.2.39 The software shall provide a system that supports historical views of data. Users will be able to view historical information about assets, including older versions of GIS representations of these assets (e.g. pavement condition, history for a road that has been realigned).
- C.5.3.2.40 The software shall provide a system that integrates data using Linear Referencing and GIS tools. The system must enable users to make use of GIS tools for thematic mapping and for queries and analyses utilizing the linear referencing system (LRS). This requires an association of asset attributes to the geographic representations of the assets and ensuring that as geographic data and attribute data is changed, those changes are propagated throughout the linear referencing system event tables. The LRS must be maintained when network changes occur.

GENERAL PROVISIONS

(Federally Funded Agreements)

February 19, 1981

REVISED 3/2/2001

ATTACHMENT B

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GENERAL PROVISIONS

1. DEFINITIONS:

The terms "Mayor" and "Contract Appeals Board" shall mean the Mayor of the District of Columbia and the Contract Appeals Board of the District of Columbia. The term "Contracting Officer" shall mean the contracting Officer of the District of Columbia District Department of Transportation or his Authorized Representative. The term "DC DDOT" shall mean the District of Columbia District Department of Transportation. The term "U.S. DOT" shall mean the United States Department of Transportation. The term "FHWA" shall mean the Federal Highway Administration of the U.S. DOT. The term "Consultant" shall mean, the Consultant, an individual, association, joint venture, corporation or any other like term, and its heirs, its executors and its administrators or successors.

2. PROPRIETARY RIGHTS:

A. PATENT RIGHTS: The parties to this Agreement agree that all rights accruing from discoveries or inventions resulting from work described herein shall be the sole property of the Consultant. The Consultant agrees and hereby grants to the District, all state highway departments and the United States an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition of any article, material or method that may be developed as a part of the work under this Agreement.

B. COPYRIGHTS: Copyrights resulting from work described herein shall be the sole property of the Consultant. The Consultant agrees and does hereby grant to the District, all state highway departments and United States a royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use and to authorize others to use the work for Government purposes.

3. PATENTS AND COPYRIGHT INFRINGEMENT:

The Consultant shall hold and save the District, its officers, agents, servants and employees harmless from liability or claims of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, copyright, article, process or appliance manufactured or used in the performance of this Agreement, including their use by the District, unless otherwise specifically stipulated in this Agreement.

4. CHANGES:

The Contracting Officer may, at any time by a written order and without notice to the sureties, make changes in the work and services to be performed under this Agreement and within the general scope thereof. If such changes cause an increase or decrease in the cost of performing the work and services under this Agreement or in the time required for its performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim under this Provision must be made in writing to the Contracting Officer within ten (10) consecutive calendar days from the date the change is ordered. Provided, however, the Contracting Officer, if he determines that the facts justify such action, may receive, consider and adjust any such claim made at any time prior to the date of final settlement of this Agreement. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Provision 14 hereof. Nothing provided in this Provision shall excuse the Consultant from proceeding with the prosecution of the work so changed.

5. INDEMNIFICATION AGREEMENT:

The District shall have an absolute right of indemnity against any and all claims or liability arising from or based on, or as a consequence or result of, any negligent act, error, omission or fault of the Consultant, its employees, or its subconsultants, in the performance of, or in connection with any services required, contemplated or performed under the contract; any and all claims or liability arising from or based on, or as a consequence or result of, any act of approval, inspection, supervision, or acceptance, or any failure to approve, inspect, supervise, or accept, by the District and any of its officers, agents, servants and employees, where such act or failure to act causes or contributes to any negligent act, error, omission or fault of the Consultant, its employees, or its subconsultants, in the performance of, or in connection with any services required, contemplated or performed under the contract. Monies due or to become due the Consultant under this contract, may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Consultant.

6. APPOINTMENT OF ATTORNEY:

A. The Consultant shall designate and appoint a person, located within the District, whether the Consultant himself, an individual, a partnership or corporation or member thereof, an attorney, attorney-in-fact, agent, or representative, who shall receive service of all notices and process issued by any court or agency of the District and all pleadings or other papers related to any legal action or proceedings arising out of, or pertaining to, this Agreement or the work required by, or performed hereunder.

B. The Consultant expressly agrees that the validity of any service upon the person or entity designated pursuant to Section 1 hereof shall not be affected either by the fact that the said Consultant was personally within the District and otherwise subject to personal service at the time of such service upon the designated person or entity or by the fact that the Consultant failed to receive a copy of such process, notice, pleading or other paper so served upon the designated person or entity.

C. The Consultant shall immediately inform the Contracting Officer in writing of any change in the designation required by Section 1 hereof, whether such change is in the designee, the address or telephone numbers.

7. EMPLOYMENT OF DISTRICT EMPLOYEES:

The Consultant shall not, without written permission from the Contracting Officer, engage the services of any person or persons in the employment of the District for any work required by the terms of this Agreement for the period of this Agreement.

8. POST-GOVERNMENT EMPLOYMENT CONFLICT OF INTEREST:

A. Pursuant to Public Law 95-521, as amended, no former employee of the United States or Government of the District of Columbia:

1. Shall knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement where the former Government employee participated personally and substantially in the matter while in Government employ.

2. Shall, within two (2) years after terminating Government employment, knowingly represent the Consultant before any Government agency through personal appearance or communication in connection with a matter involving specific parties to this Agreement, where the matter was pending under the official responsibility of the former employee within one (1) year prior to termination of Government service.

B. Pursuant to Public Law 95-591, as amended, no former senior level officer or former senior level employee of the United States Government or the District of Columbia Government, named in or designated by the Director of the Office of Government Ethics under Section 207(d) of Title 18 USC:

1. Shall, within two (2) years after terminating Government employment, knowingly represent or aid, counsel, advise, consult or assist in representing any other person by personal presence at any formal or informal appearance before any Government agency in connection with a matter involving specific parties, where the former employee participated personally and substantially in that matter while in Government employ.

2. Shall, within one (1) year after terminating Government employment, knowingly act as an agent or attorney for or otherwise represent anyone in any formal or informal appearance before or, with the intent to influence, make any written or oral communication on behalf of anyone to (1) his or her former Department or agency or any of its officers or employees, or (2) in connection with any particular Government matter, whether or not involving a specific party, which is pending before such Department or agency or in which it has a direct and substantial interest.

9. LAWS TO BE OBSERVED:

The Consultant at all times shall observe and comply with all laws, regulations, orders and decrees of the United States and of the District, and shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on the violation of any such law, regulation, order or decree, whether by the Consultant or any employee or agent of the Consultant associated with him, including any person, firm or corporation having the status of an independent contractor engaged by the Consultant in the performance of, or in connection with the work required by this Agreement.

10. WAIVER:

No action or non-action of the District shall be construed as a waiver of any provision or any breach of this Agreement unless the same has been expressly declared and recognized as a waiver by the Contracting Officer in writing. No waiver so declared and recognized as such in writing by the Contracting Officer shall operate as a waiver of any other provision of subsequent breaches of the same or other provisions of this Agreement.

11. PERFORMANCE BY THE CONSULTANT:

Except as otherwise expressly provided In this Agreement, none of the work or services required by this Agreement to be performed by the Consultant shall be performed by anyone other than Consultant or regular salaried employees of the Consultant, including subconsultants, without express written consent of the Contracting officer, and any violation of this Provision shall entitle the Contracting Officer to reduce the compensation otherwise payable to the Consultant whether or not the Contracting Officer terminates this Agreement or any part hereof for violation of this Provision or for any other reason.

12. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT:

The District reserves the right to terminate this contract in whole or In part, for the convenience of the Government in accordance with the provisions of Chapter 37 of the D.C. Procurement Regulations, Title 27 DCMR (July, 1988).

13. AUTHORITY OF THE CONTRACTING OFFICER:

The Contracting Officer represents that he or she has the authority to take any action provided for herein on behalf of the District, including approval, certification, acceptance and changes within the scope of the work.

14. DISPUTES:

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the contracting officer.
- (b) The Contracting Officer may meet with the contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and

- (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.
- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

(2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and

- (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. OFFICIALS NOT TO BENEFIT:

No Member or no Delegate to Congress nor Resident Commissioner nor officer nor employee of the District shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and any contract entered into by any Contracting Officer in which he or any officer or employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this Provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

16. COVENANT AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed any person to solicit or secure this Agreement upon any agreement for a bonus, commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Contracting Officer the right to terminate this Agreement, or, in his discretion, to deduct from the Agreement price or consideration the amount of such bonus, commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the Consultant upon contract or sales secured or made through bonafide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

17. CONSULTANT'S WARRANTY AGAINST DEBARMENT:

The Consultant, in compliance with Section 29.510 of the debarment regulation (49 CFR 29), shall certify at the time of the bid opening that he/she or anyone associated therewith in any capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds) is not suspended, debarred or voluntarily excluded from or otherwise determined ineligible to receive award of or performance on D.C. or Federally-funded projects.

If at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, he/she shall provide immediate written notification to the Contracting Officer.

Furthermore, the Consultant agrees that he/she shall not knowingly subcontract any company or person which/who is debarred, suspended, declared ineligible or voluntarily excluded from participation on D.C. or Federally-funded projects.

The Consultant, when subcontracting, or when soliciting for subcontractors, further agrees to certification regarding debarment, and to include the clause titled 'Certification Regarding Debarment, Suspensions, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction' without modification in all lower tier covered transactions.

Finally, this General Provision serves to apprise the Consultant that if he/she knowingly subcontracts with a company or person which/who is suspended, debarred, ineligible or voluntarily excluded from participation on D.C. or federally-funded projects, in addition to other remedies available to the District of Columbia and Federal Government, the contracting Officer may terminate the contract for Cause of Default.

The foregoing requirements apply as well to their full extent to suppliers, vendors, materialmen, et al. The Consultant shall comply with this General Provision by submitting with his/her Agreement a completed and notarized Certification."

18. NON-ASSIGNABILITY, DEATH OR DISABILITY:

This Agreement is for the services of the Consultant and is not assignable by him. Where the services of a partnership are engaged as Consultants, each partner shall be held fully responsible for, and shall actively participate in all work provided for herein from date of execution of this Agreement until the services have been completed and accepted by the District; provided, however, that the death, incapacitation or retirement of one or more of the partners shall not, of itself, be deemed to incapacitate the other or remaining partner,, provided the remaining partners are, in the judgment of the Contracting Officer, able and competent to carry out the terms of this Agreement, in which latter event no reduction shall be made in the compensation on account of such death, incapacitation or retirement. In the event one or more of the remaining partners is determined by the District to not be competent to carry out the terms of this Agreement, the District may reduce compensation in proportion to the number of partners thus deemed not competent to complete the Agreement.

19. DOCUMENTATION:

The Consultant shall, where appropriate, document the results of his work to the satisfaction of the District and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of agreement objectives.

20. SUBCONTRACTS.

The Consultant shall be required to perform all work not subcontracted under General Provision 27, Section D (Goal for DBE Participation) except specialized services or other tasks specifically exempted in this Agreement, provided, however, that governmental recipients of 23 U.S.C. 104(f) or 402 funds may subcontract as necessary to accomplish approved work program activities.

All subcontracts exceeding \$10,000 in cost shall incorporate all required provisions of these General Provisions by reference thereto.

21. COST PRINCIPLES:

Cost principles contained in 41 CFR 1-15 (Federal Procurement Regulations) and Subpart 1-15.2, as modified by subpart 1-15.102, apply to this Agreement.

22. AUDIT INSPECTION AND RETENTION OF RECORDS:

The Consultant shall permit the authorized representatives of the District, the U.S. DOT and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to performance or transactions under the Agreement until the expiration of three (3) years after final payment.

The Consultant further agrees that the District, the U.S. DOT and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subconsultant.

With respect to records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, the periods of access and examination described above shall continue until such appeals, litigation, claims or exceptions have been finally resolved.

23. CLEAN AIR AND WATER:

The standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), prohibiting the use of facilities Included on the EPA List of Violating Facilities under non-exempt Federal contracts, grants or loans, are applicable to this contract and to each subcontract hereunder, where such amounts are in excess of \$100,000.

The Consultant shall report any notices of violation to the Contracting Officer and to the U.S. EPA Assistant Administrator for Enforcement. (EN-329).

24. EQUAL OPPORTUNITY OBLIGATION:

During the performance of this Agreement, the Consultant shall comply with, Mayor's Order 85-85 dated June 10, 1985 and implementing guidelines published as Chapter 11 in DISTRICT OF COLUMBIA REGISTER, dated August 15, 1986.

25. NON-DISCRIMINATION REQUIREMENTS:

During the performance of this Agreement, the Consultant agrees as follows:

A. Compliance with Regulations. The Consultant shall comply with the regulations of the U.S. DOT relative to non-discrimination in federally-assisted programs of the U.S. DOT (49 CFR Part 21 appendix H and 23 CFR 710.405(b), hereinafter referred to as "the Regulations"), which are incorporated by reference and made part of this Agreement.

B. Non-Discrimination. The Consultant, in fulfilling the provisions and requirements of this Agreement, after execution thereof and prior to completion of its terms and conditions by the said Consultant, shall not

discriminate on the grounds of race, color, religion, age, sex or national origin in the selection and retention of contractors and subcontractors, including procurements of materials and leases of equipment, The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Consultant for work under this Agreement to be performed under a contract and/or a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of his obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, religion, age, sex or national origin.

D. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify. to the District or the FHWA, as appropriate, and shall set forth what efforts he has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the non-discrimination provisions of this Agreement, the District shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancellation, termination or suspension of this Agreement in whole or in part.

F. Incorporation of Provisions. The Consultant shall include the provisions of sections (1) through (6) in every contract and subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations or orders and instructions issued pursuant thereto. The Consultant shall take such action with respect to any contract and subcontract or procurement as the District or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the consultant becomes involved in, or is threatened with, litigation with a contractor or subcontractor or supplier as a result of such direction, the Consultant shall notify the District of the litigation in writing. The Consultant may request the District to enter into such litigation to protect the interests of the District, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

26. EQUAL EMPLOYMENT OPPORTUNITY .RESPONSIBILITIES:

A. General: The requirements of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) shall apply to the Consultant and to each subcontract hereunder, where such amounts are in excess of \$10,000. The requirements set forth herein supplement these orders.

B. Equal Employment Opportunity Policy: The Consultant shall accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this Consultant to assure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, age, sex or national origin. Such action shall include: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship and/or on-the-job training."

C. Equal Employment Opportunity Officer: The Consultant shall designate and make known to the Contracting Officer an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who shall be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so.

D. Dissemination of Policy: All members of the Consultant's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action shall be made fully cognizant of, and shall implement the Consultant's equal employment opportunity policy and contractual responsibilities. To ensure that the above Agreement will be met, the following actions shall be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then not less often than once every six (6) months, at which time the Consultant's equal employment opportunity policy and its implementation shall be reviewed and explained. The meeting shall be conducted by the EEO Officer or other knowledgeable company official.

2. All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Consultant's equal employment opportunity obligations within thirty (30) days following their reporting for duty with the Consultant.

3. The EEO Officer or knowledgeable company official shall instruct all employees engaged in the direct recruitment of employees for the project relative to the methods following by the Consultant in locating and hiring minority group employees.

In order to make the Consultant's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., employment agencies, labor unions (where applicable), schools, college placement officers, etc., the Consultant shall take the following actions:

a. Notices and posters setting forth the Consultant's equal employment opportunity policy shall be placed in areas readily accessible to employees, applicants for employment and potential employees.

b. The Consultant's equal employment opportunity policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

E. Recruitment: When advertising for employees, the Consultant shall include in all advertisements for employees the notation: "An Equal Opportunity Employer". He shall insert all such advertisements in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived.

The Consultant shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Consultant shall, through his EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the Consultant for employment consideration.

The Consultant shall encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants shall be discussed with employees.

F. Personnel Actions: Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, religion, color, age, sex or national origin. The following shall be followed:

1. The Consultant shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

2. The Consultant shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Consultant shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective actions shall include all affected persons.

3. The Consultant shall investigate all complaints of alleged discrimination made to the Consultant in connection with his obligations under this Agreement, shall attempt to resolve such complaints and shall take corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Consultant shall inform every complainant of all the complainant's avenues of appeals.

G. Training and Promotion: The Consultant shall assist in locating, qualifying and increasing the skills of minority group employees and applicants for employment. Consistent with his manpower requirements and as permissible under Federal and District regulations, the Consultant shall make full use of training programs, i.e., preapprenticeship, apprenticeship and/or on-the-job training programs for the Consultant's geographical area. The Consultant shall advise employees and applicants for employment of available training programs and entrance requirements for each. The Consultant shall periodically review the training and promotion potential of minority group employees and shall encourage eligible employees. to apply for such training and promotion.

H. Unions: If the Consultant relies in whole or in part upon unions as a source of his workforce, he shall use his best efforts to obtain the cooperation of such unions to increase minority group opportunities within the unions, and to effect referrals by such unions of minority group employees. Actions by the Consultant shall include the procedures set forth below:

1. Use his best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members for membership in the unions and increasing the skills of minority group employees so that they may qualify for higher paying employment.

2. Use his best efforts to incorporate an equal employment opportunity clause into all union agreements to the ends that such unions will be contractually bound to refer applicants without regard for race, religion, color, age, sex or national origin.

3. In the event a union is unable to refer applicants as required by the Consultant within the time limit set forth in the union agreement, the Consultant shall, through his recruitment procedures, fill the employment vacancies without regard to race, religion, color, age, sex or national origin, making full efforts to obtain qualified minority group persons.

I. Records and Reports: The Consultant shall keep records as necessary to determine compliance with the Consultant's equal employment opportunity obligations. The records shall be designed to indicate:

1. The number of minority and non-minority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to consultants who rely in whole or in part on unions as a source of their workforce).

3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority group employees.

Such records shall be retained for a period of three (3) years following completion of work under this Agreement and shall be available at reasonable times and places for inspection by authorized representatives of the DC DDOT and the FHWA. The Consultant shall submit a monthly report to DC DDOT for the first three (3) months after work under this Agreement begins, and thereafter upon request, for the duration of the project, indicating the number of minority and non-minority group employees currently engaged in each work classification required by this Agreement.

27. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A. Policy - It is the policy of the U.S. Department of Transportation that DBEs, as defined in 49 CFR Part 26 shall have the equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements contained in the above cited regulation are applicable on this contract and shall be complied with by all consultants.

B. DBE Obligation- The prime consultant agrees to ensure that DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of subcontracts on this federally-funded contract and that he/she shall not discriminate on the basis of race, color, national origin, age, sex or handicap in the prosecution of this contract

All offerors are required to submit a written certification that they have read, understand and will comply with these requirements.

C. Definitions - The following definitions apply to this contract:

1. "Disadvantaged business" means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small business concern" means a small business as defined pursuant to Section (3) of the Small Business Act, as amended, including all applicable and relevant rules and regulations promulgated pursuant thereto.
3. "Socially and economically disadvantaged individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:
 - a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans", which includes persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans" which includes persons whose origins are from Japan, China Taiwan, Korea, Vietnam, Laos, Cambodia, Burma, Thailand, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
 - e. "Asian-Indian Americans", which includes persons who origins are from India, Pakistan and Bangladesh
 - f. Women (of all races); and

- g. "Any other minorities or individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) and 8(d) of the Small Business Act, as amended, (15 U.S.C. 637(a)).

The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

D. Goal

The District Department of Transportation will establish a yearly overall goal for DBE participation. DDOT will institute contract goals only in the event that the overall yearly goal cannot be met utilizing the race neutral method of procurement. While no specific contract goal has been established, offerors are encouraged to utilize DBE firms to perform work on this project.

Specific information from your firm and all firms, both DBE and non-DBE from which quotations were received or discussions were held in conjunction with this solicitation is required . Please provide the information requested with regard to potential DBE and non-DBE firms as requested in the DBE/Subcontractor (DBE and non-DBE) certification form which should be made a part of your response to the request for qualifications.

A complete DBE plan containing a list of the DBE firms to be used on this project will be submitted with the proposal. This list should contain the name and address of each DBE firm, amount of award and area of work to be performed.

Furthermore, offerors are advised that they will be required to provide proof of actual payment to DBE firms utilized on this project by providing cancelled checks for each payment made.

Offerors are advised that each proposed DBE participant must have a valid certification at the time of proposal submission.

E. Good Faith Efforts (If Contract Goals are Found Necessary)

On any project on which contract goals have been established, all offerors who submit proposals shall document steps taken to obtain DBE participation, including, but not limited to, the following listed efforts as well as any others from 49 CFR Part 26, Appendix A - Guidance Concerning Good Faith Efforts and shall make this documentation and other pertinent records available to the Contracting Officer and his representative.

- a. Publishing of advertisements in area newspapers, various trade association publications and minority-oriented publications for at least fifteen (15) days.
- b. Written notification to a reasonable number of specific DBEs soliciting their interest in sufficient time to allow them to respond
- c. Follow-up to determine which DBEs were genuinely interested
- d. Negotiations with DBEs for specific sub bids, including at a minimum:
 - i. The names, addresses and telephone numbers of DBEs with whom negotiations occurred.
 - ii. A description of information provided to solicited DBEs describing plans and specifications for various portions of the project proposed for DBE participation and opportunities provided to the DBE firms for entering into consulting

- agreements. This statement also shall explain what efforts were made to assist firms contacted to obtain necessary technical and financial assistance.
- iii. A statement explaining the lack of additional DBE subconsulting agreements. This statement shall explain the reasons for the DBE exclusions.

This documentation must be made available, upon request, to DDOT, Office of Contracting and Procurement-Civil Rights Division, 2000 - 14th Street, N.W., 6th Floor, Washington, DC 20009.

DBE Directory

Information pertaining to lists of certified DBEs may be obtained by contacting:

DC District Department of Transportation
Office of Contracting and Procurement
Civil Rights Division
2000 14th St. NW 6th Floor
Washington, DC 20009
202/671-2270

28. TAXES:

The Government of the District of Columbia is exempt from, and will not pay, Federal Excise Taxes and DC Sales and Use Tax. BIDDERS MUST EXCLUDE SUCH TAXES, AS WELL AS STATE AND CITY TAXES FROM THEIR BIDS.

29. DEFAULT:

A. The District may, subject to the provisions in Chapter 37 of the D. C. Procurement Regulations, 27 DCMR (July 1988), and paragraph C. below, by written notice of default to the Consultant, terminate the whole or any part of this contract in any of the following circumstances:

1. If the Consultant fails to make satisfactory delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
2. If the Consultant fails to satisfactorily perform any of the other provisions of this contract, or so fails to make satisfactory progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
3. If the consultant fails or refuses to go forward with the work in accordance with the directions of the Contracting Officer; or
4. If the Consultant expresses through word or conduct an intention not to complete the work in a timely manner; or
5. If the Consultant fails to perform any of the other provisions of the contract.

B. In the event the District terminates this contract in whole or in part as provided in paragraph A. of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Consultant shall be liable to the District for any excess costs of reprocurring said similar supplies or services, provided the Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

C. The Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Consultant.

D. If this contract is terminated as provided in paragraph A. of this clause, the District, in addition to any other rights provided by applicable law or regulation, may require the Consultant to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (1) completed supplies and (2) such partially completed supplies and materials, parts, tools, dies, jig, fixtures, plans, drawings information and contract rights (hereinafter called "manufacturing materials") as the Consultant has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Consultant shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Consultant in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Consultant and Contracting Officer; failure to agree to such amount shall be a dispute concerning within the meaning Of the clause of this contract entitled "DISPUTES". The District may withhold from amounts otherwise due the Consultant for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

E. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the contract had been terminated for the convenience of the District. The Consultant shall submit a settlement proposal in accordance with Chapter 37 of the D. C. Procurement Regulations, 27 DCMR (July 1988). Failure to agree to, or the amount of, the settlement shall constitute a dispute within the meaning of the clause of this contract entitled "DISPUTES".

F. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, regulation or this contract .

SUBCONTRACTOR APPROVAL REQUEST

(1) Project Name TRANSPORTATION ENTERPRISE ASSET MANAGEMENT SYSTEM		(2) Invitation No. DCKA-2007-R-0152	
(3) Prime Contractor's Name		(4) Address	
(5) Estimated Starting Date		(6) Estimated Completion Date	(7) F.A.P. #
(8) Subcontractor's Name, Address & Phone No.		(9) Number of Subcontractor Employees in Workforce	(10) Number of DC Residents employed
(11) Pay Item	Item Description	Dollars	Cents
Check Items listed below (13-16) that are included in subcontract agreement		(12) See Attached For Additional Descriptions or Remarks	
(13) (All Projects)		Yes	No
Contract Wage Schedule		<input type="checkbox"/>	<input type="checkbox"/>
DBE/MBE Policy Statement		<input type="checkbox"/>	<input type="checkbox"/>
(14) (Federal-Aid Projects) Form FHWA-1273 (Required Contract Provisions)		<input type="checkbox"/>	<input type="checkbox"/>
(Non-Federal Aid Projects) (Required Contract Provisions)		<input type="checkbox"/>	<input type="checkbox"/>
(15) (Federal-Aid Projects When Subcontractor Will Receive Over \$10,000) On-Site Work Force Affirmative Action Requirements for Women and Minorities-Special Conditions		<input type="checkbox"/>	<input type="checkbox"/>
(16) Subcontractor's Certification of Nondiscrimination in Employment (Form Included in Bid Proposal)		<input type="checkbox"/>	<input type="checkbox"/>
(17) FHWA On-The-Job Training (To Be Provided by Subcontractor)		<input type="checkbox"/>	<input type="checkbox"/>
(18) I Request the Contracting Officer's Approval of this Subcontract and Certify that the Organization which will Perform this Work is Capable, has not been Debarred and that the Work will be Performed in Accordance with the Contract Specifications. I Further Certify that all Required Contract Provisions are Physically Included as Part of the Subcontract Agreement.			
_____ PRIME CONTRACTOR'S REPRESENTATIVE		_____ TITLE	_____ DATE
THE INFORMATION BELOW IS COMPLETED BY THE DEPARTMENT			
<u>REVIEW AND DISTRIBUTION AFTER APPROVAL</u>		<u>APPROVAL OF SUBCONTRACT IS HEREBY GIVEN</u>	
_____ CONTRACT COMPLIANCE	_____ DATE	_____ CONTRACTING OFFICER DC DEPARTMENT OF TRANSPORTATION	_____ DATE
_____ PROJECT ENGINEER/MANAGER	_____ DATE		

TEAMS BUSINESS OBJECTIVES AND BUSINESS PROCESS ELEMENTS

Business Objectives	System Elements	Business Process Elements
<p>A. Provide convenient enterprise-wide access to information needed by multiple units for managing and improving DDOT assets.</p>	<ul style="list-style-type: none"> • Enterprise data standards that allow for linking information across disparate systems – location referencing, asset type, asset ID, work type, date/time, project identification, status. • Enterprise geographic database linked to upgraded street inventory database and data maintenance application. • Central data repository and interfaces (middleware) to connect different systems. • TEAMS web portal with query and reporting capabilities. • Desktop GIS, query and reporting tools. • Document management. 	<ul style="list-style-type: none"> • Data integration group with representatives of different data owners throughout DDOT that meets regularly to agree on standards, discuss and resolve issues. • Database administration roles and responsibilities. • Data and applications support for business units – technical assistance, specialized reports, GIS/reporting tool configuration and setup. • Training in use of middleware product to modify and extend interfaces over time. • Webmaster responsibilities for portal.

Business Objectives	System Elements	Business Process Elements
<p>B. Ensure quality and timeliness of critical data for internal DDOT decision-making.</p>	<ul style="list-style-type: none"> • Individual system upgrades (street inventory, traffic, accident). • Metadata for data elements to include quality standards and validation rules. • Automated validation on data entry and automated transfer to repository via middleware. • Automated field data collection hardware/software for inspections and work recording. 	<ul style="list-style-type: none"> • Well-defined and documented data collection processes and updating cycles. • Business owner agreement on validity and quality checks. • Data validation and quality assurance procedures established and assigned. • Strong management oversight.
<p>C. Improve accuracy and efficiency of Federal Reporting.</p>	<ul style="list-style-type: none"> • Utilize route-based geographic referencing to identify HPMS segments in place of existing block-based method. • Upgrade current DOS-based HPMS reporting application. • Implement required traffic monitoring reports as part of TMS/H. 	<ul style="list-style-type: none"> • Establish updated HPMS data and validation responsibilities and timetable.

Business Objectives	System Elements	Business Process Elements
<p>D. Improve executive decision support by providing an integrated view of needs, accomplishments, actual and planned expenditures across asset and work types.</p>	<ul style="list-style-type: none"> • Automated performance reporting process that pulls data from multiple systems. • Enterprise data standards to facilitate comparisons and aggregation. • Translation rules for integration of data from existing applications with inconsistent coding methods. • Exception reports 	<ul style="list-style-type: none"> • Clear data updating responsibilities and timetables. • Quality assurance checking procedures. • Management oversight.
<p>E. More proactive and coordinated asset management practices (scheduled maintenance, anticipation of problems before they occur, coordinated scheduling of work, tradeoffs).</p>	<ul style="list-style-type: none"> • Improved maintenance management functions in individual AM business applications. • Improved access to accurate, up-to-date capital project status information. • Web portal (or desktop) GIS tools to view needs/problems across asset types by location. 	<ul style="list-style-type: none"> • Consistent work scheduling and tracking processes across business units • Agreed-upon and documented protocols for work coordination- e.g. notify UFA of planned sidewalk repair activities at least 1 week in advance. • Preventative maintenance/scheduled replacement practices.
<p>F. Enable better asset management decisions by tying problem reporting, work activity,</p>	<ul style="list-style-type: none"> • Data standards for new/upgraded applications- to include enterprise 	<ul style="list-style-type: none"> • Guidelines and procedures for problem reporting/recording, activity

<p>and expenditure data to asset type/ID and location.</p>	<p>geographic referencing, and asset identification methods.</p>	<p>reporting/recording, and capital project work breakdown structures that disaggregate activities by asset and allow for geographic referencing.</p>
<p>G. Improve efficiency of response to reported problems.</p>	<ul style="list-style-type: none"> • Automate two-way connections across existing work order systems. • TEAMS data standards to be compatible with Hansen work codes. • Promote use of consistent problem coding, asset type coding and location identification methods to enable identification of duplicate issue reports. 	<ul style="list-style-type: none"> • Expand access to Hansen/explore ways to make more effective use of this system across DDOT. • Conduct training for work tracking using Hansen and DDOT applications.
<p>H. Improve asset data management to reduce redundancy, lower data updating costs and increase accuracy.</p>	<ul style="list-style-type: none"> • Enterprise data dictionary • Interfaces across systems to automate updating of enterprise data items from authoritative sources to other applications (e.g.- traffic data maintained in TMS/H and automatically populated in PMS, BMS, TEAMS repository. 	<ul style="list-style-type: none"> • Identification of data ownership and responsibilities. • Establishment of protocols for when updates take place (on-demand, daily, event-driven).

Attachment A to Amendment 4

DCKA-2007-R-0152

Transportation Enterprise Asset Management Systems (TEAMS)

Questions and Response from Pre-Proposal Conference and Potential Offerors

Question 1 C.2 mentions various documents to be incorporated and made a part of the contract. Could you please identify the web links or email the following documents for review?

Office of the Chief Technology Office, Communication Technology Standards,
Technology Standards at a Glance

Response 1.1 For security reasons, this document will only be released to the successful offeror after contract award.

DDOT Data Maintenance Plan

Response 1.2 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

DDOT QA/QC Plan for Geospatial Data

Response 1.3 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

DDOT Data Stewardship Plan

Response 1.4 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

C.5.1.1 Team High Level Functional Requirements: Functional Requirements Analysis and a Implementation Strategy for the Transportation Enterprise Asset Management Systems TEAMS November 7,2003

Response 1.5 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

Feasibility Assessment: Functional Requirements Analysis and Implementation Strategy for the Transportation Enterprise Asset Management System (TEAMS) 2003

Response 1.6 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

TEAMS IT Infrastructure Technology Assessment Report , Aug. 30,2003

Response 1.7 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

C.5.1.7 – DDOT Geospatial Metadata Standard, June,2007

Response 1.8 This document does not yet exist, and reference to it is deleted from the RFP.

C.5.1.8 – TEAMS Concept of Operations, March, 2007

Response 1.9 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

C.5.1.9 – Street Spatial Database Data Dictionary, Nov. 2004

*Response 1.10 This document was posted to
<http://ddot.dc.gov/ddot/cwp/view.a.1250.q.643205.asp>*

C.5.1.10 – Data Loading Summary for DDOT Street Spatial Database Development, Nov. 17, 2004

Response 1.11 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

C.5.1.11 – Use Case Summary for DDOT Street Spatial Database Development, Nov. 17, 2004

Response 1.12 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

C.5.1.12 – DDOT Baseline Spatial Data Specification, June, 2007

*Response 1.13 This document was posted to
<http://ddot.dc.gov/ddot/cwp/view.a.1250.q.643205.asp>*

J.1.1 – General Provisions for Federally Funded Contracts, Revised 3/2/2001

Response 1.14 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

J.1.5 – Current Departmental Issues Regarding Management of Assets

Response 1.15 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

J.1.6 – Teams Business Objectives and Business Process Elements

Response 1.16 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

J.2.6 – Subcontractor Approval Request Form

Response 1.17 This document was posted to the Office of Contracting and Procurement website under the Business Opportunities link.

Question 2 I looked over the RFP and noticed the requirement that the proposed solution is COTS and 100% web based. What does IT mean by web based? Are they referring to an application that ONLY runs in a Internet Explorer Browser or will they accept applications running in a “SmartClient” environment? Does IT have a list of what are acceptable Web platforms for a possible deployment, i.e. WebSphere, IIS, Apache, TomCat, etc.

Response 2 Browser applications will be preferable, but SmartClient applications would not be ruled out. IIS will be the preferred platform.

Question 3 Page 14 C.5.3.2.16 Has dDOT determined what solution will be implemented for Document Management?

Response 3 FileNet

Question 4 Can you provide us with a current list of applications in use within DOT together with a brief description of their functionality and the version information?

Response 4 Descriptions of these systems must be referenced in the above-listed document: Feasibility Assessment: Functional Requirements Analysis and Implementation Strategy for the Transportation Enterprise Asset Management System (TEAMS) 2003

1. SIS – Street Inventory System
2. Pontis
3. TARAS
4. ProTrack
5. CityWorks Work Order Management System
6. Sidewalks and Retaining Walls System
7. MicroPaver
8. RoadCare
9. Culvert Management System
10. Tunnel Management System
11. Alley Management System
12. Trns*port
13. Constra
14. Curbside Master Database
15. Traffic Signal Maintenance Database
16. Web-based Permitting System
17. System of Accounting and Reporting

18. Tracker
19. Hansen Customer Call Center

Question 5 Is there an ERP system in use at DC or DDOT? If so, [what is the ERP system] and is the asset management module within the existing ERP system being considered as an option?

Response 5 No

Question 6 The RFP describes objectives for the system and in section C.5 provides more detailed functionality requirements. Can DDOT identify if all of these requirements are mandatory and in the event that no vendor can respond positively to every requirement can DDOT identify how it will determine which requirements are more critical.

Response 6 Although all the requirements are preferable, they are not mandatory. Attachment B lists the requirements in their order of priority .

Question 7 C.1.1.2 Describes “A Suite of independent asset management applications, operated by individual government units”. Can DDOT identify what it means by “Independent”? Is it intended that each government unit will implement and utilize applications that are fully independent of each other with their own databases and are only integrated through connectivity of data and the centrally maintained database of geographic information or does it mean something else?.

Response 7 TEAMS will be one system implemented Department-wide. We prefer an approach that is modular and configurable. This would make it easy to scale up (or add on functionality) over time. It would also allow administrations within the Department to configure based on their unique needs.

Question 8 C4.1 Does the requirement for a completely web-based solution rule out the use of ESRI ArcMap to maintain network asset records, or would DDOT accept an ArcMap solution served using remote desktop technology?

Response 8 A GIS platform based on ArcGIS Server will be ideal. DDOT has adopted ArcGIS Server and Microsoft .NET as its GIS development platform.

Question 9 Section C.5.3.2.53 requires the management and maintenance of an ‘unlimited’ number of location referencing methods; is there an actual number of methods that could reasonably be used to prepare a fixed price cost estimate?

Response 9 DDOT employs linear referencing methods utilizing route-ids and logmiles as well as SIS-ids and logmiles.

Question 10 C4.4 Identifies that location referencing will be used as the core model in the enterprise environment and that asset data will be tied together via the common location referencing system. It is assumed that this will be based on the LRS offset values within streets. Can DDOT verify or confirm what approach will be taken for off network assets such as trees and other assets that may be located in open spaces and cannot be located against the network?

Response 10 All asset data will be referenced to the network. The example of Trees is an example where an asset is referenced to the network using SIS-ids. Every tree feature is referenced to an SIS-id. Every feature will either be referenced to an SIS-id or a route-id.

Question 11 C.4.6.2 identifies an objective of the new system is to provide an inspection data collection software approach to handle in-field recording of inspection ratings and transfer of this data to the parent asset management application. Section C.5 “Requirements” however does not describe any of the required functionality. Can the District confirm whether the provision of an on-site data collection module is required and if so can, DDOT also please provide more detailed functional requirements of this sub module.

Response 11 The TEAMS solution must be structured in such a way that a module for handheld field devices could be added at a later date, if and when funding becomes available. This ability to add a module must allow for multiple brand names of potential hardware and software providers and not restrict the District’s future technological development. We would like to eventually have the ability to have inspectors in the field – bridge inspectors, overhead survey inspectors, pavement condition inspectors, etc., work from handheld devices to collect their data. The handhelds could be synched to the TEAMS system once the inspectors return to the office with their data. The ability to upload the data through a wireless connection is also a possibility, but not a requirement.

Question 12 C4.6.3 Is there a current DDOT investment model that must be incorporated into the new system, and if so what is it, or must the development of the investment model be part of the implementation project.

Response 12 TEAMS must have complete routines to estimate performance models based on historical data. It must allow users to adjust or input their own models or a quickly generated set of default models using expert opinion. It must include:

- *Deterministic or probabilistic techniques*
- *Models that may be user defined/modified*
- *Models that may be automatically updated.*
- *Models that may be used to estimate pavement life*
- *Models that are applied throughout the PMS analyses*

Question 13 C.4.6.4 identifies an objective of the new system is to provide traffic monitoring and analysis including the entry of traffic counts, statistic calculations and the estimation of traffic counts for locations not covered by counts. Section C.5 “Requirements” however does not describe any functionality for achieving this objective and only refers to displaying traffic data thematically in maps. Can DDOT confirm if a traffic count application that processes traffic data and calculates statistics and volumes as described in the objectives is required? And if so can DDOT also please provide more detailed functional requirements of this sub module including what systems and databases are in place to provide this type of information.

Response 13 The integrated database makes available the ability to analyze observation data such as traffic and load related data with roadway characteristics. TEAMS must have the ability to manage raw or base traffic data to calculate many standard traffic statistics. Integration of traffic data into the system may be accomplished through dynamic segmentation to:

1. *Define traffic sections as inventory items.*
2. *Logging the count sites as inventory items.*
3. *Synchronizing the count sites and the traffic sections.*
4. *Transferring the count sites to third party software through the interface*
5. *Transferring the traffic section information to third party software through the interface.*
6. *Retrieving data from third party software, such as summarized and validated annualized and/or interim data after sufficient quality control)*
7. *Summarizing traffic data onto sections or intersections other than traffic sections such as pavement management sections so that traffic data can be combined with data based on other sectioning criteria such as road condition.*

Question 14 C.4.6.5 identifies an objective of the new system is to provide an Accident and Reporting analysis solution including the entry of crash records, statistical analysis and the production of specialized reports. Section C.5 “Requirements” however does not describe any of the functionality for achieving this objective and only refers to the displaying of crash sites spatially. Can DDOT confirm if a crash database and analysis application that provides statistical summary reporting and identifies study locations is required? And if so can DDOT also please provide more detailed functional requirements of this sub module including details of the source of crash data and how this will be presented to the new solution.

Response 14 Preference will be for a generalized powerful query and presentation tool that would allow for a thorough crash analysis subsystem by joining information about accidents and roadway characteristics. Map, chart and tabular reports could be generated to show traffic and accident patterns on the network.

Question 15 C.4.6.6 describes an objective of the new system is to provide maintenance management and work order functionality including planning, scheduling and accomplishments. It is understood that the District currently utilizes solutions from Hansen and Azteca that may provide this type of functionality. Can the District confirm if the proposed system is intended to integrate with these existing systems or will replace the current functionality provided in these areas?

Response 15 The intent is integration.

Question 16 Is there a current work order generation process in place across DC? DDOT? If so will it remain in place or become replaced by this system?

Response 16 Cityworks has been adopted as the Enterprise work order management system at DDOT. TEAMS must integrate with Cityworks.

Question 17 C.5.1 How many groups or individuals representing different DDOT business areas would DDOT like to participate in discovery meetings, and what are these business areas?

Response 17

IPMA – Infrastructure Project Management Administration

TOA – Traffic Operations Administration

TMC – Traffic Management Center

MTA – Mass Transit Administration

UFA – Urban Forestry Administration

TPPA – Transportation Policy and Planning Administration

AMSD – Asset Management System Division

OITI – Office of Information Technology and Innovation

There will be 1 to 2 persons from each administration or division.

Question 18 C.5.3.2.15 and C.5.3.2.16 Describe the ability to drill down to further levels of detail and view PDF's, Accident reports, Bridge Inspection Reports and Design Drawings. C.5.3.2.15 goes on to identify that the system will support live access to the future document management repository. Can DDOT identify what the future system will be and the current and proposed strategy for storing the identified types of document that the new system is expected to enable live access to?

Response 18 Filenet is being implemented for document management. Hyperlinks to files residing on file servers could be one strategy.

Question 19 Are detailed functional requirements available for the following applications/TEAMS subsystems:

C.5.3.2.24 Design/construction management – hiring design consultant, design approvals, bid preparation, advertisement, bid award, daily work tracking, payment, change orders, inspections, close-out;

C.5.3.2.26 Neighborhood transportation/traffic calming study punch list tracking; and

C.5.3.2.29b Federal reports related to events occurring in the design, construction and maintenance (e.g. design exceptions, bid opening/tabulations, changes and extra work) must be considered as part of work flow automation within and across individual asset management systems.

C.5.3.2.47 The software system shall provide a set of asset analysis modules that must provide budgeting and planning support through multiple scenario future projections of condition, calculated through deterioration and improvement projections.

Response 19.1 TEAMS provides basic Pavement Management functionality – and all setups, data handling, standard reports, GIS views, linear diagram views, Decision Tree Analysis, Prioritization and B/C analysis for current needs and 5 year plan based on a simple default deterioration model set. Performance Analysis to evaluate historical data and perform statistical model development to define family and individual section models. Network asset performance simulation and analyses to optimize budget expenditure and pavement performance.

C.5.3.2.48 The software system shall provide a system that allows selected users to perform business trade-off analysis.

Response 19.2 TEAMS provides Executive Level business investment decision Trade-off Analysis and decision support for executives responsible for balancing budgets across asset classes and those that make decisions between maintenance and improvements.

The inputs would include lists of prospective maintenance and capital improvement projects associated with different asset types. The tradeoff analysis simulates all user defined alternative maintenance strategies and all prospective projects from the asset capital improvement plan lists in order to produce a multi-year maintenance/rehabilitation/capital investment plan.

Question 20 C.5.3.2.23 identifies capital project budgeting and approvals functionality. Will this capability be integrated with an existing financial management system or a replacement for the existing system? If it is a replacement, are functional specifications available or will they have to be developed as part of this project.

Response 20 The intent is integration.

Question 21 C.5.3.2.27 identifies HPMS functional requirements including the validation, correction, report generation, checking and submittal processes. Will all of the data required for the HPMS submittal be maintained in TEAMS or will it be extracted from external systems?

Response 21 The data will reside in SIS (the Street Inventory System), however full integration with this system is a requirement.

Question 22 C.5.3.2.32 identifies that electronic recording of data as close as possible to its source must be the objective. Will DDOT please explain what “as close to possible to its source” means?

Response 22 The phrase refers to positional accuracy.

Question 23 C5.3.2.41 Does DDOT have a standard in mind for street address geocoding such as DIME or ESRI, and if so what is it?

Response 23 DDOT uses the Master Address Repository (MAR) for geocoding. The MAR is maintained by the Office of the Chief Technology Officer (OCTO).

Question 24 C.5.3.2.45 identifies that the software shall provide a system that uses an ESRI ArcSDE Geodatabase for managing spatial and attribute data. And that the Geodatabase must integrate the spatial and attribute data as well as provide the management of the relationship between features. Please provide a practice example of the relationship between features and how that relationship will be managed.

Response 24 We do not currently make use of any relationship classes in the geodatabase; however, as data integration occurs, we may use them more. We are not able to offer a practice example.

Question 25 C.5.3.2.55 identifies that the software system shall support ArcSDE versioning per the operational workflows in the GIS Data Stewardship Plan. Will DDOT please provide access to the GIS Data Stewardship plan and confirm that the requirements for support of ArcSDE versioning are explained in the GIS Data Stewardship plan?

Response 25 The document is posted to OCP’s website. We maintain one master QC version off of the Default version. From that master QC version, other QC versions (one for each Administration plus the Permitting Office and the Traffic Management

Center) are maintained by the Data Stewards. They may maintain multiple sub-versions from their own QC version. The Default version is also replicated to a View Only version which is used for viewing and direct links from outside agencies.

Question 26 C.5.3.2.29 identifies a requirement that the system has the capability to automate the production of required federal reports including the HPMS report, highway statistics reports and the mileage certification report. Can DDOT confirm if these are the only reports and if not can DDOT please provide a comprehensive list of all required federal reports?

Response 26 In addition to Federal reports for HPMS, highway statistics, and mileage certification, an Ad Hoc reporting tool is requested that will allow custom reports to be built.

Question 27 How many users will use this system?

Response 27 It will be used Department-wide. That is why a web-based version is preferred. Estimated number of users is between 100 and 150.

Question 28 Is it required that the software has to interface or integrate with DDOT's current Street Spatial Database?

Response 28 The Street Spatial Database has been replaced by the current Enterprise GIS. TEAMS will integrate with the Enterprise GIS.

Question 29 Section C5.3.2.34 "The software system shall include the capability to coordinate work flow and data updates across different asset management/work management systems" Are there other systems beyond Cityworks?

Response 29 Yes, they are listed in the response to Question 4.

Question 30 Section C5.3.2.40, "... The LRS must be maintained when network changes occur." Will network changes occur inside the software or outside the software with tools such as ArcGIS?

Response 30 They may occur both inside and outside TEAMS.

Question 31 Why is this procurement listed under the Construction, Bridge, and Drawbridge NIGP code?

Response 31 A mistake was made in entering the National Institute of Governmental Purchasing (NIGP) commodity code.

Question 32 Will primes be awarded additional points if they exceed or propose to exceed the DBE Goal of 12%?

Response 32 No.

Question 33 Are there any Integration Standards?

Response 33 No.

Question 34 Is there an existing help desk environment that support for this system must integrate into?

Response 34 No.

Question 35 From page 42 of the RFP, please clarify which attachments require a response and submission with our proposal

Response 35 Section J.2 lists forms to be completed and returned with an offeror's response.

Question 36 Is there an existing testing infrastructure and process in place for the testing of this system? If so what is it?

Response 36 No.

Question 37 What are the current technology standards DDOT requires?

Response 37 Microsoft IIS, Microsoft .NET, Oracle 10g, ArcSDE 9.2, ArcGIS Server Advanced 9.2 for Windows.

Question 38 On page 42 of the RFP must item J.2.7 be J.1.7?

Response 38 Yes.

Question 39 Is there an existing reporting system or standard that this system must use?

Response 39 No.

Question 40 What is the current quality of the data sets to be loaded in terms of completeness, correctness, etc?

Response 40 Data gaps do exist. They are being addressed in two on-going initiatives.

Question 41 Page 3 of the solicitation indicates that 100 hours have been set aside for “Data Loading”. From experience with similar projects, this figure seems low. What assumptions have you made about the level of data cleaning to be carried out?

Response 41 Data loading will not be necessary for most assets which have data currently housed in other systems. Asset management practices which are currently paper driven may require some data loading into the system.

Question 42 Does DDOT currently support a transportation data model? That is, a schema by which transportation data are defined and organized.

Response 42 Yes.

Question 43 Does DDOT care whether a) the data structures used are open and may be shared with other sister agencies, consultants, etc., or b) is proprietary and may only be worked on by the supplying vendor?

Response 43 We require an open architecture.

Question 44 On page 7, the solicitation states the solution must be, “A COTS solution that is 100% web-based”. How strict and absolute is this requirement? For example, is it possible to use Windows forms or other Web forms?

Response 44 Yes, Windows forms and other web forms may be used.

Question 45 Is asset management currently being done by any existing system? If so what is it?

Response 45 The existing systems are listed in Response 4 above.

Question 46 Is there an existing GIS environment? If so is it based on the ESRI platform?

Response 46 We currently use ArcSDE 9.2 on Oracle 10g. Our GIS development environment is ArcGIS Server.

Question 47 Is there currently a standard integration approach and chosen technology platform within DDOT?

Response 47 Microsoft .NET, IIS, Oracle, ArcGIS Server, ArcSDE

Question 48 Will the agency consider the use of both COTS software (as outlined on page 7) as well as POTS software (proven off the shelf technology) that is software used in other agencies that may be available to DDOT without paying an annual license maintenance fee, having available open data structures, etc?

Response 48 Yes.

Question 49 On Page 10, it is stated that, "TEAMS must consist of a suite of data maintenance and asset management applications, a central data repository for management of geographic and attribute data, a web portal providing enterprise access to data, and middleware which provides connectivity and interoperability between asset management applications and from the asset management applications to the central repository". What is DDOT's experience with middleware in general and in particular the complexities of fully installing and adopting such software in an agency-wide context?

Response 49 We currently use ESRI ArcSDE 9.2 which is middleware connecting the GIS data tables residing in Oracle to the GIS clients. We are very happy with ArcSDE. However, we have found other middleware products which link stove-piped applications such as AASHTOware to be unsatisfactory. We have found most of the

middleware products do not consist of an open architecture nor do they support all of the legacy systems we currently have in place.

Question 50 Page 11 lists requirements for:

- Needs, prioritization and programming support
- Traffic monitoring and analysis
- Accident recording and analysis
- Maintenance management/work order functionality
- Capital project planning and
- Construction contract management

However, only portions of these requirements are specified. Are more detailed application requirements for all these areas available?

Response 50 See responses to questions 13, 14, 16, and 19.

Question 51 Each of the application areas specified above have been the subject of dedicated application suites...For example, AASHTO Trns*port SiteManager is a dedicated and fully functional tool for construction contract management used by many US agencies...Has DDOT examined the pros and cons of using these individual and dedicated tools, versus, the use of application suites that may address some of these needs in perhaps a more limited and restricted way?

Response 51 The long-term goal of TEAMS is centralization of data and functions.

Question 52 Has DDOT considered separating the more detailed Requirements and discovery components of this project (item C.5.1, page 11), from the provisions of software functionality (item C.5.3, page 13)? as otherwise the functional requirements offered may be tailored to that on the offer (i.e. what the vendor has to hand).

Response 52 No. Studies have already been performed for Feasibility, High-Level Functional Requirements Definitions, and IT Infrastructure Assessment.

Question 53 On page 18 of the solicitation it is stated that “The software system will be able to manage and maintain an unlimited number of location referencing methods”. Can you provide additional detail on what you seek? For example, despite some claims to the contrary, only a few agencies (such as Nevada DOT) have been able to maintain different LRS methods and to provide full interchangeability of data between these different LRS. Does “maintenance of different LRS” fully assume the automated update of information

between them, that is, as a change occurs in data maintained by one LRS the change is reflected in data that may be held and displayed through another LRS?

Response 53 DDOT has been successfully operating with multiple LRM's for some years and will continue to do so.

Question 54 On January 23 a press release stated that DDOT had awarded a contract to CityWorks to supply asset management software. This solicitation seems geared to CityWorks approach in general. Is CityWorks permitted to bid on this RFP? Has DDOT undertaken an industry scan of vendor offerings beyond that provided by CityWorks?

Response 54 Azteca is providing the Enterprise Work Order Management solution as well as the web-based permitting solution. TEAMS will have to integrate with both of these systems. There is no conflict of interest. TEAMS is a open, competitive RFP, conducted after considerable market research. The reports and documents posted on the Office of Contracting and Procurement website under the Business Opportunities link represents the results of those studies.

Question 55 If questions are taken up to 5 days after the pre-bid meeting and DDOT has 5 business days to reply, this means answers from DDOT may potentially not be available until the date of submission. Has DDOT considered extending the submission due date?

Response 55 The current due date is 3/19/08. Potential offerors will be given sufficient time to prepare their proposals in response to all addenda that are issued and to seek clarification from DDOT when needed. Requests for an extension to the proposal submission date should be emailed to Kathy Hatcher, contracting officer at Kathy.Hatcher@dc.gov

Question 56 CLIN 0004 is for the installation and configuration of the proposed software. Is this contract line item inclusive of the anticipated level of configuration that will be required of the software? Is there another contract item that allows for more details configuration?

Response 56 This line item is for the complete setup of the software.

Question 57 Are vendors required to provide all of the functionality listed for CLIN 0003, or are vendors simply expected to state how their software meets each functional requirement?

Response 57 Please state how your solution will meet each requirement listed.

Question 58 CLIN 0004, item C.5.4.5 has interface documentation as a deliverable. Can a list and description of the anticipated interface sources be provided?

Response 58 No.

Question 59 Page 10, item C.4.3.2 includes in the scope "Migrate existing stove-pipe spatial and attribute data systems into an enterprise-wide integrated manageable system;" Can a list of legacy system that will need to be migrated be provided?

Response 59 These are listed in Response 4 above.

Question 60 Section B.1.2 states that the District contemplates "award of a firm-fixed price contract..." As it appears that, a) there is an initial process of discovery to be undertaken (where important project scoping information may be gained), as well as, b) a number of other contractual unknowns at this time, will DDOT consider a contractual form other than firm-fixed price?

Response 60 No.

Question 61 Section C.5.1 appears to require the discovery of items to be addressed by the TEAMS Project. Bidders will need to commit to a Fixed Price 'a priori'. Is there a provision for adjusting the Fixed Price based on the results of this 'discovery' effort?

Response 61 No.

Question 62 In section C.1 the RFP states "establish an enterprise approach to data and application integration for asset management at DDOT". How many and what type of systems are included within the scope of the RFP?

Response 62 See Response 4.

Question 63 Section I.11 refers to a contractual role for the Council of the District of Columbia; does this represent the only role assigned to the Council for the TEAMS Project?

Response 63 Yes.

Question 64 Section C.5.1 and C.5.2 (for *Clin 0001* and *0002*) outline that the contractor shall undertake a “*Baseline Project Plan*” to include a summary of current (“as is”) technology and a summary of necessary technology to deliver the requirements of the RFP and to develop a functional plan. This work calls for a more detailed review and delineation of: 1) agency requirements, 2) existing District Business Processes and 3) an assessment of the number, condition and use of agency datasets. Experience with parallel projects across North America indicates that these projects have a high degree of risk. This is particularly evident where the agency requirements are not described in detail. Would the District consider separating out tasks *Clin001* and *Clin002* as a separate project?

Response 64 No. Studies have already been completed for Feasibility, High-Level Functional Requirements and IT Infrastructure Assessment.

Question 65 When will a written summary of the pre-bid conference undertaken on February 5 be available?

Response 65 The notes will not be provided because all the questions raised during the conference are addressed by this document.

Question 66 Section B.1.2 page 2 states that, “*the contractor shall provide all services, equipment, software, and support required by the District to....*” However, Section H.9.3 states that “*DDOT will provide the relevant equipment and materials....*” Can you further clarify what types and what numbers of equipment it is envisaged will be provided by or through the vendor?

Response 66 The infrastructure for this system has already been procured. We do not anticipate any need to purchase more equipment related to the TEAMS contract.

Question 67 Is there a missing reference number to a particular paragraph in Section B.2.1., where it states “*in accordance with the Ordering Clause, G...*”?

Response 67 Yes there is. See item #6 for addendum 3, which adds the ordering clause.

Question 68 It is stated in B.2.1 that the District, “*may issue orders requiring delivery to multiple destinations or performance at multiple locations*”. For the purposes of estimating a firm fixed price, can the District provide a more precise identification of the number of locations where delivery or performance may be required in full?

Response 68

*64 New York Ave, NE
2217 14th St, NW
2000 14th St, NW
941 N. Capital St, NE*

Question 69 Section H.9.1 indicates that all work will be performed at 64 New York Ave, NE, Washington DC; is this a mandatory requirement, or can work be performed using a combination of DDOT provided space and local vendor facilities?

Response 69 The hardware will be located at 2000 14th St. The IT office is located at 64 New York Ave. Work will be performed primarily from both of these locations.

Question 70 GIS appears to be a key driver or foundation to this project (Section C.4.4). GIS is a tool to organize spatial data. However, much asset data may not necessarily be primarily spatial in nature or may not necessarily have a locational index as a primary organizing mechanism, e.g., equipment assets. The focus of this solicitation seems to be on using location (i.e., LRS) as the primary organizing mechanism, but this does not focus on locational data. It is stated however in Section C.5.3.2.17 that, “*The Contractor shall provide a software system that provides the ability to manage asset data without a spatial component through tabular displays*”. Please can you provide some further detail on the set-up and management of non-locational asset management data, and for example the number of reports or displays envisaged to manage such?

Response 70 The Asset Management workflows must be able to be accomplished in the case that spatial features do not exist in the Enterprise GIS for that particular asset. Data collection is planned to fill data gaps however, this will not be completed before TEAMS is scheduled to go online.

Question 71 Section C.4.3.1 states that a TEAMS objective is “*to improve or enhance business processes for asset management and decision-making*”. Has there been any formal study, enumeration or documentation of the existing District business processes, for example, through the use of Business Process Flow Diagrams, etc.?

Response 71 Yes, see referenced documents in Response 1.

Question 72 Section C, specifically C.4.3, C.4.4, C.4.5, and C.4.6, identify a series of objectives, outcomes, and general requirements that the TEAMS Project is intended to achieve. Are there any documented acceptance criteria or measures that would enable a vendor to determine completion or success?

Response 72 See RFP Section F, and the attachments.

Question 73 Section C.5.7 requires data loading to be completed within 180 days from contract award; will the data be identified at contract award by the COTR, and does the 180 days also include the expectation that required data collection and cleansing will also be completed? Or will the 180 days be based on data that is provided by the COTR and only requires loading by the vendor?

Response 73 Any data to be loaded will be determined during the discovery phase.

Question 74 Section C.5.3.1 indicates that different levels of system access shall be provided. Can any clarity or specificity be given on the level of public access required?

Response 74 No public access will be granted to TEAMS. This requirement has been deleted from the RFP.

Question 75 Page 16 C.5.3.2.38

What are the security standards and requirements for presentation of information to the general public and private entities?

Response 75 TEAMS will not be accessed directly to the public or outside agencies. This requirement has been deleted from the RFP.

Question 76 Section C.5.3.2 refers to a ‘consolidated view’ of assets but does not define the view. Must the ‘consolidated view’ be considered as the total of C.5.3.2.1 through C.5.3.2.55, or is the referenced ‘view’ a subset of those items?

Response 76 It can be considered the total of C.5.3.2.1 through C.5.3.2.55.

Question 77 Section C.5.3.2.19 refers to ‘workflows across business areas’; are there a specified number of a) workflows and/or b) business areas that must be anticipated or accounted for in preparing a fixed price cost for the solution?

Response 77 Refer to the documents in Response 1.

Question 78 Section C.5.3.2.20 refers to ‘timely’ status information; has the TEAMS Project established a measure or value that defines timely in a quantitative manner?

Response 78 The word “timely” is deleted from Section C.5.3.2.20 of the RFP.

Question 79 Section 5.3.2.48 says “the software shall provide a system that allows selected users to perform business trade-off analysis”. Can you please indicate whether this will be for all classes of assets (i.e., down to “street furniture”) or just for a restricted “higher-level” classes of assets (e.g., highway sections).

Response 79 The Trade-off analysis must be capable of functioning on any selected class of assets.