

SOLICITATION, OFFER, AND AWARD			1. Caption: District of Columbia CVIEW Project			Page of Pages 1 58	
			2. Contract Number		3. Solicitation Number DCKA-2008-R-0173	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	
7. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, NW, 6th Floor Washington, DC 20009			8. Address Offer to: Department Public Works office of Contracting and Procurement 2000 14th Street, NW, 3rd Floor, Bid Room Washington, DC 20009				
SOLICITATION							
9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>16-Nov-09</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name Kathy Hatcher		B. Telephone (Area Code) 202 (Number) 671-2283 (Ext)			C. E-mail Address	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Jerry M. Carter			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1

B.1.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the District Department of Transportation (DDOT), is seeking a contractor to provide a hosted Commercial Vehicle Information Exchange Window (CVIEW) application service. The goal is to implement a contractor hosted commercially available CVIEW application with minimal changes and for the contractor to provide systems maintenance and support. CVIEW is a component of the Commercial Vehicle Information Systems and Networks (CVISN) program sponsored by the Federal Motor Carrier Safety Administration (FMCSA) of the U. S. Department of Transportation (USDOT).

B.1.2 The District contemplates award of a firm- fixed price contract.

B.2 SCHEDULE

B.2.1 This section contains the price schedule that Offerors must submit as part of their price proposal. See Section L.

B.2.2 Contract Line Item (CLIN) 0010 is included as a District Option. The Contracting Officer (CO) may or may not exercise this Option for inclusion in the contract based on whether the CO determines that the price of good value for the District, and whether adequate funding exists to include it. The CO may exercise option 0010 during any term of the contract. Consequently, offerors are requested to propose a price for each contract term.

B.2.3 The Offeror must price all CLINS on a fixed price basis.

B.2.4 For purposes of price evaluation, the Offeror’s total price will be the sum of the Firm -Fixed Price for the base period for CLINS 0001 through 0007 plus the mean average (base plus option year prices divided by four) of the firm-fixed price for the additive alternate, CLIN 0008, plus the total firm-fixed price for the options years 1 through 3, CLINS 1009, 1010, 2009, 2010, 3009 and 3010

B.3.1 PRICE SCHEDULE

B.3.1.1 BASE PERIOD (1 YEAR)

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Task I Work Plan Schedule in Microsoft Project for entire Scope of Work, Section C.5.2	\$

0002	Task II Set-up base hosted CVIEW environment, Section C.5.3	\$
0003	Task III Implement Legacy System Interfaces, Section C.5.4	\$
0004	Task IV Provide Documentation And Test Plans, Section C.5.5	\$
0005	Task V Provide Training Materials And Conduct Training, Section C.5.6	\$
0006	Task VI Perform initial data load and conduct testing, Section C.5.7	\$
0007	Task VII Conduct Pilot Test, Section C.5.8	\$
TOTAL PRICE		\$

B.3.1.2

PRICE SCHEDULE – OPTION YEAR 1

Contract Line Item No. (CLIN)	Item Description	Total Price
1008	Task VIII First Year Usage And Maintenance, Section C.5.10	\$
1009	Task IX Help Desk Support, Section C.5.9	\$
TOTAL PRICE		\$

B.3.1.3

PRICE SCHEDULE – OPTION YEAR 2

Contract Line Item No. (CLIN)	Item Description	Total Price
2008	Task VIII Second Year Usage And Maintenance, Section C.5.10	\$
2009	Task IX Help Desk Support, Section C.5.9	\$
TOTAL PRICE		\$

B.3.1.4

PRICE SCHEDULE – OPTION YEAR 3

Contract Line Item No. (CLIN)	Item Description	Total Price
3008	Task VIII Third Year Usage And Maintenance, Section C.5.10	\$
3009	Task IX Help Desk Support, Section C.5.9	\$
TOTAL PRICE		\$

B.3.2

PRICE SCHEDULE - ADDITIVE ALTERNATES

B.3.2.1

ADDITIVE ALTERNATE (IF EXERCISED DURING BASE PERIOD)

Contract Line Item No. (CLIN)	Item Description	Total Price
0010	Task VIII Develop And Implement Data Task Task IX Maintenance Capability, Section C.5.10	\$

B.3.2.2

PRICE SCHEDULE - ADDITIVE ALTERNATE (IF EXERCISED DURING OPTION YEAR 1)

Contract Line Item No. (CLIN)	Item Description	Total Price
1010	Task X Develop And Implement Data Maintenance Capability, Section C.5.10	\$

B.3.2.3 PRICE SCHEDULE - ADDITIVE ALTERNATE (IF EXERCISED DURING OPTION YEAR 2)

Contract Line Item No. (CLIN)	Item Description	Total Price
2010	Task VIII Develop And Implement Data Maintenance Capability, Section C.5.10	\$

B.3.2.4 PRICE SCHEDULE - ADDITIVE ALTERNATE (IF EXERCISED DURING OPTION YEAR 3)

Contract Line Item No. (CLIN)	Item Description	Total Price
3010	Task VIII Develop And Implement Data Maintenance Capability, Section C.5.10	\$

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The District of Columbia, Office of Contracting and Procurement on behalf of the Department of Transportation Office of the Director (DDOT/OD), intends to enter into a firm-fixed price contract to procure the services of a contractor to provide a contractor hosted CVIEW application service including maintenance and support and for the development and implementation of associated interfaces. The contract shall be for one year with three options to extend the contract for one year each.

C.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	Standard Contract Provisions	The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts	March 2007
2	CVISN Standard Document	Safety And Fitness Electronic Record (SAFER) Interface Control Document	Version 5.1 including all subsequent updates

C.3 DEFINITIONS & ACRONYMS

C.3.1 ACRONYMS

- C.3.1.1 CFO – Chief Financial Officer
- C.3.1.2 COTR – Contracting Officer’s Technical Representative
- C.3.1.3 CVIEW – Commercial Vehicle Information Exchange Window
- C.3.1.4 CVISN – Commercial Vehicle Information Systems and Networks
- C.3.1.5 CVO – Commercial Vehicle Operations
- C.3.1.6 DC – District of Columbia
- C.3.1.7 DDOT – District Department of Transportation
- C.3.1.8 DMV – Department of Motor Vehicles
- C.3.1.9 FMCSA – Federal Motor Carrier Safety Administration
- C.3.1.10 MPD – Metropolitan Police Department
- C.3.1.11 ICD – Interface Control Document
- C.3.1.12 IFTA – International Fuel Tax Agreement
- C.3.1.13 IRP - International Registration Permit
- C.3.1.13 ITS – Intelligent Transportation Systems
- C.3.1.14 OD – Office of the Director (DDOT)

- C.3.1.15 PMP – Project Management Plan
- C.3.1.16 PRISM – Performance and Registration Information Systems Management
- C.3.1.17 PSMD – Public Space Management Division
- C.3.1.18 PSMA – Public Space Management Agency
- C.3.1.19 RFP – Request For Proposal
- C.3.1.20 ROC – Roadside Operations Computer
- C.3.1.21 SOA – Services Oriented Architecture
- C.3.1.22 WEPS – Web-Enabled Permitting System
- C.3.1.23 OS/OW - oversize/overweight

C.3.2 DEFINITIONS

None

C.4 BACKGROUND

The DDOT is the agency responsible for highway safety programs and highway preservation in the District of Columbia. Intelligent Transportation Systems (ITS) utilize technology to increase roadway safety, reduce motorist delays and air pollution, and improve the overall productivity of commercial vehicle operations (CVO). ITS offers significant benefits to the District, the motor carrier industry and the traveling public. CVIEW is a component of an ITS system known as the Commercial Vehicle Information Systems and Networks (CVISN). CVISN is a national program sponsored by the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation and its goal is to improve safety and productivity of motor carriers, commercial vehicles and their drivers. The District's CVISN program was approved in 2006.

The WEPS System is an automated web-based system that processes Public Space permits, including those for oversize/overweight vehicle/load permits for travel on District owned roads. There are two types of Permits for OS/OW vehicles: Annual Tags – which are for vehicles that apply on a regular basis on District roads and Single Haul Permits – which are for vehicles with a one-time need to enter or exit the District. The PSMA estimates that approximately 2,200 Annual tag permits were issued in 2006. Permit Applications are entered into the system by customers, which are then reviewed by PSMA personnel, who approve and reject permits. Fees may be paid on-line. All transactions are real-time.

The WEPS system was developed by DDOT in partnership with the District Office of the Chief Technology Officer (OCTO). It uses a Services Oriented Architecture (SOA) and web services. It was developed using the Net framework, and SQL Server as the database. For integration purposes, permit information can be accessed using web services. OS/OW Permitting is currently in production. Subsequent releases of the WEPS system will automate other permit types of interest to PSMA.

The Contractor shall be required to co-ordinate the integration requirements and

delivery schedule with the WEPS project team.

C.4.1 Project Background

- C.4.1.1 Once developed and implemented CVIEW will be the District's central repository for data related to intrastate and interstate motor carriers, commercial motor vehicles, and in the future commercial vehicle drivers. It will not replace agencies' operational systems, such as vehicle titling and registration, rather it must be a collection of data from these systems that provides a single source for regulation and enforcement.
- C.4.1.2 The CVIEW system will support all aspects of the District's CVISN and Performance and Registration Information Systems Management (PRISM) programs. The system must support the timely distribution of safety and credential data to authorized users and must deliver data to the District's Electronic Screening system where different detection technologies are used to screen trucks approaching roadside weigh or inspection stations. CVIEW must improve the efficiency and effectiveness of the District's resources by automating the sharing of data between agencies, which currently is accomplished through manual processes (e.g., phone calls, emails, or letters).
- C.4.1.3 CVIEW must receive data from the following District information systems and sources:
 - C.4.1.3.1 The Safety and Fitness Electronic Record (SAFER) system - The national system operated by Federal Motor Carrier Safety Administration (FMCSA) that stores and makes available motor carrier related data from all United State jurisdictions;
 - C.4.1.3.2 International Registration Permit (IRP) System - must be updated with the District's system to obtain registration data at least daily (There are approximately 250 IRP registered vehicles based in the District);
 - C.4.1.3.3 Intrastate Heavy Vehicle Registration System - must be updated with District intrastate heavy vehicle registration data received from this system at least daily (There are approximately 1,000 heavy vehicles (>10,000 pounds) registered in the District.);
 - C.4.1.3.4 SAFER - must receive Census data from SAFER when available, currently weekly; and must receive inspection data from SAFER as soon as it is available;
- C.4.1.4 Operations Computer (ROC) – CVIEW must be the primary data source for ROC. The ROC may be located in a scale-house or in a mobile unit. The ROC will be the source of data for the electronic screening process. Further, CVIEW is the source that the District uses to update the SAFER system with data originating in the District. District agencies run Microsoft XP workstations with Internet Explorer 6.0 web

browsers. Personnel from the Metropolitan Police Department use mobile enforcement units with laptop computers with air cards to access ROC.

C.5 CVIEW APPLICATION REQUIREMENTS

C.5.1 This section outlines the scope of work requirements for all tasks under this RFP. The contractor shall provide all the management, supervision, labor, equipment, materials, and supplies required to perform the following (Deliverables for each of these tasks are specified in Section F of this RFP.):

C.5.2 Task I - Work Plan, Schedule and Reporting Requirements (CLIN No. 0001)

C.5.2.1 The Contractor shall prepare a Work Plan, which establishes a detailed project schedule in Microsoft Project for the entire scope of work. Contractor shall organize coordination meetings with key DDOT staff to receive feedback on the project work plan and schedule. This Work Plan will be submitted to the DDOT COTR for review prior to work initiating.

C.5.2.2 The work plan and schedule developed by the contractor shall identify at a minimum:

C.5.2.2.1 Tasks that can be worked on concurrently;

C.5.2.2.2 established benchmarks; and

C.5.2.2.3 a timeframe for the completion of all tasks.

C.5.2.3 The Contractor shall submit bi-weekly reports of progress made and monthly reports to the DDOT COTR throughout the life of the contract.

C.5.2.4 The monthly report must summarize project progress, outstanding issues, status of action items, and the schedule status.

C.5.2.5 The Contractor shall prepare agendas in conjunction with DDOT staff and take minutes as necessary for all meetings and presentations. All presentations, minutes and any meeting summaries will be transmitted to DDOT after each meeting.

C.5.2.6 The Contractor shall conduct an assessment of the system's capacity requirements and submit a report to the COTR.

C.5.2.7 The Contractor shall supply data on the system's performance as part of monthly report. The contractor shall select the performance metrics to be reported and submit them to the COTR for review and approval prior to implementation.

C.5.2.8 The Contractor shall provide a weekly report of CVIEW performance during the pilot test phase of the contract. The report must include system availability, usage, problems reported, and problem resolutions.

C.5.3 Task II – Set-up Base Hosted CVIEW Environment (CLIN No. 0002)

C.5.3.1 The Contractor shall provide a contractor hosted CVIEW service that meets the following requirements:

C.5.3.1.1 General Requirements:

C.5.3.1.1.1 Must provide the electronic exchange of interstate and intrastate carrier and vehicle data between District legacy systems, users, and SAFER;

C.5.3.1.1.2 is capable of storing and managing all credential and safety data (inspections, accidents, etc.), including transponder and operating authority data, supported by the most recent SAFER version release;

C.5.3.1.1.3 is capable of receiving, processing, and outputting data in real-time and batch modes;

C.5.3.1.1.4 provides a secure web/internet interface;

C.5.3.1.1.5 is capable of displaying and modifying District and other specific data elements including appropriate visibility and facilities for add, change, and delete;

C.5.3.1.1.6 provides a “Hot List” capability to flag specific carriers and/or specific vehicles for enforcement follow-up (This would include the capability to flag all carriers and/or all vehicles meeting a certain criteria, e.g., hazardous materials transporter.);

C.5.3.1.1.7 is secure from unauthorized modification of data and other system entities;

C.5.3.1.1.8 is accessible concurrently from computers running Aspen; and

C.5.3.1.1.9 is capable of storing and exchanging all data necessary for performing all Performance and Registration Information Systems Management (PRISM) functions.

C.5.3.1.2 Safety and Fitness Electronic Record (SAFER) Standards and Guidelines:

C.5.3.1.2.1 is certified as SAFER compliant (in accordance with documentation available at <http://cvisn.fmcsa.dot.gov/>);

C.5.3.1.2.2 provides and maintains capability to process all XML transaction sets defined in the SAFER Interface Control Document (SAFER ICD) and subsequent updates (The District wishes to move to a web services data exchange as soon as practical);

- C.5.3.1.2.3 provides that all District legacy system data required by SAFER is transmitted to SAFER accurately and as soon as possible, but no more than twelve (12) hours after the data is made available by the District legacy system;
- C.5.3.1.2.4 provides a method for visibility and resolution of all District transactions rejected by SAFER and for District transactions receiving warning messages; and
- C.5.3.1.2.5 provides a method for visibility and resolution of all SAFER transactions rejected by the District's CVIEW and for transactions receiving warning messages.
- C.5.3.1.3 provides the following level of user access:
 - C.5.3.1.3.1 provides user access by web browser, secure session;
 - C.5.3.1.3.2 allows access only to authorized users (The contractor shall provide a system that authenticates users to determine their authorized level. The contractor shall provide a system that assigns a unique user id and password to each user.);
 - C.5.3.1.3.3 supports secure high speed broadband and dial-up web/internet based queries (The contractor shall provide a system that has a response time for single instance queries that does not exceed five seconds using high speed internet access, e.g., display summary screen for a vehicle based on query by license plate number.);
 - C.5.3.1.3.4 is able of providing real-time access to safety, inspection, and credentialing data (including operating authority) for motor carriers and commercial vehicles;
 - C.5.3.1.3.5 provides the capability to handle at least 20 concurrent users during peak usage;
 - C.5.3.1.3.6 provides multiple, role specific (ability to restrict access to specific data elements), capabilities to include, but not be limited to:
 - C.5.3.1.3.6.1 system administrator,
 - C.5.3.1.3.6.2 enforcement personnel,
 - C.5.3.1.3.6.3 Department of Motor Vehicle personnel (IRP and intrastate registration),
 - C.5.3.1.3.6.4 permit personnel,
 - C.5.3.1.3.6.5 other District personnel with Motor Carrier responsibilities as may be defined by the system administrator, and
 - C.5.3.1.3.6.6 can create at least 250 user accounts (These accounts must have the ability to support role specific access with different access rules for the system administrator and other privileged accounts (read and write access), law enforcement personnel, authorized users, and casual, occasional users of the system with read only access to data;

- C.5.3.1.4 possesses the following reporting capability:
 - C.5.3.1.4.1 Audit report(s) of system activity;
 - C.5.3.1.4.2 a web based menu of standard reports; and.
 - C.5.3.1.4.3 an ad hoc report generation capability for authorized users to create one time or recurring reports to support data quality, program management, and other specialized information needs;
- C.5.3.1.5 meets the following minimum performance specifications:
 - C.5.3.1.5.1 is available 24 hours a day, 7 days a week, at a 99% performance level excluding planned outages (The Contractor shall provide a mechanism for tracking and reporting system outages.); and
 - C.5.3.1.5.2 Planned system outages must not exceed two hours for any single event or cumulatively within any 24 hour period (The District's CVISN Program Manager shall be notified 48 hours in advance of scheduled maintenance activities that may impact site/system availability. Maintenance of 30 minutes or more shall be scheduled during the period from midnight until 4:00 a.m. local prevailing time. Maintenance outside of this schedule must have prior written approval by the District's CVISN Program Manager.).
- C.5.3.2 The Contractor shall provide, maintain, and support all hardware, software, and communications facilities necessary for the operation of the contractor hosted CVIEW system.
- C.5.3.3 The Contractor shall, after District approval, maintain all commercial off the shelf software at release levels supported by the product manufacturer.
- C.5.3.4 The Contractor shall backup the data each day;
- C.5.3.5 The Contractor shall provide system recovery within two hours of system failure.
- C.5.3.6 The Contractor shall provide a disaster recovery plan.
- C.5.3.7 The Contractor shall provide data archive and data back up daily.
- C.5.3.8 The Contractor shall provide Help Desk support from 8:00 A.M. to 5:00 P.M. local prevailing time Monday through Friday, except District holidays.
- C.5.3.9 The Contractor shall provide redundancy capabilities they propose for communications, network, hardware, software, and applications.

- C.5.3.10 The Contractor shall provide system configuration management.
- C.5.3.11 The Contractor shall obtain and maintain SAFER certification for the District for both CVISN and PRISM.

C.5.4 Task III Legacy System Interfaces (CLIN No. 0003)

The contractor shall provide a CVIEW system that interfaces with the following legacy systems:

- C.5.4.1 IRP System – contains interstate vehicle registration (IRP) data (The contractor shall configure CVIEW so that it is able to receive data from the IRP System. The District uses the ACS' Vista RS system for processing IRP registrations.);
- C.5.4.2 Intrastate Heavy Vehicle Registration System (Destiny) – contains intrastate heavy vehicle registration data (The contractor shall configure CVIEW so that it is able to receive data from an in-house system known as Destiny for processing intrastate registrations. The District will make the data from Destiny available to the CVIEW interface.);
- C.5.4.3 IFTA - The District currently is not a member of International Fuel Tax Agreement IFTA, but may join in the future (In anticipation of that event, the contractor shall configure CVIEW to enable it to receive IFTA License data.);
- C.5.4.4 Roadside operations clients – The contractor shall configure CVIEW to enable it to transmit data to roadside operations clients such as Police. For electronic screening. Transactions must be transmitted whenever data changes in CVIEW. The District does not currently have an electronic screening system.);
- C.5.4.5 Oversize/Overweight (OSOW) Permits System – A District developed web-based system containing oversize/overweight (OSOW) hauling permit information (The contractor shall configure CVIEW to enable it to have real-time access to oversize/overweight hauling permit information contained in the District's Web-Enabled Permitting System (WEPS), developed by PSMA and OCTO. This capability would allow the user to check the OS/OW Permits System whenever vehicle summary information is displayed and display an indicator on the summary screen if a valid permit exists. The contractor shall provide a drill-down capability in CVIEW to display the permit detail. This capability must not require the operator to manually log-on to the WEPS System. PSMA personnel can currently log-on to the WEPS System via the web and view permit information. The WEPS System is an automated web-based system that processes Public Space permits, including those for oversize/overweight vehicle/load permits for travel on District owned roads. There are two types of Permits for OS/OW vehicles: Annual Tags – which are for vehicles that apply on a regular basis on District roads and Single Haul Permits – which are for vehicles with a one-time need to enter or exit the district. PSMA estimates that approximately 2,200 Annual tag permits were issued in 2006. Permits Applications are entered into the system by customers, which are then reviewed by PSMA

personnel, who approve and reject permits. Fees may be paid on-line. All transactions are real-time. The WEPS system was developed by DDOT in partnership with OCTO. It uses a Services Oriented Architecture (SOA) and web services. It is developed using the .Net framework, and SQL Server as the database. For integration purposes, permit information can be accessed using web services. OS/OW Permitting is currently in production. Subsequent releases of the WEPS system will automate other permit types of interest to PSMA. Co-ordination of integration requirements and schedule will be required with the WEPS project team.); and

C.5.4.6 PRISM – The contractor shall configure CVIEW to enable it to interface for PRISM processes and transmit, receive, and store PRISM specific data with SAFER including the targeted vehicle file.

C.5.5 Task IV – Provide Documentation and Test Plans (CLIN 0004)

C.5.5.1 **Documentation** – The Contractor shall provide each of the following, customized for the District as necessary, and make available for review a copy from an existing implementation of their system:

C.5.5.1.1 User Documentation;

C.5.5.1.2 System Administrator Documentation – this should include application setup, application and user account setup, administration, and routine maintenance; and

C.5.5.1.3 System Technical Documentation.

C.5.5.2 **Testing** – The Contractor shall provide the following test plans (The test plans must clearly define the pass/fail criteria. The CVIEW system is assumed to work as a stand-alone tool and as such the primary server that provides the service will not need to be tested at the unit level.)

C.5.5.2.1 User acceptance test plan;

C.5.5.2.2 system test plan; and

C.5.5.2.3 an Integration Test Plan to test District-Specific integration and functions.

C.5.6 Task V – Provide Training Materials and conduct training (CLIN 0005)

C.5.6.1 The Contractor shall provide training materials for use by the District which shall require approval by the District’s CVISN Program Manager.

C.5.6.2 The Contractor shall provide one time training for a minimum of 15 CVISN user staff, on the daily use of the system after it is operational.

C.5.6.3 The Contractor shall provide one time training for a minimum of 5 CVISN technical staff, on the system design and procedures to make the system work, e.g., data flows, job scheduling, firewalls, troubleshooting, etc.

C.5.7 Task VI – Perform Initial Data Load and conduct testing (CLIN 0006)

C.5.7.1 The Contractor shall perform an initial data load from the following legacy systems:

C.5.7.1.1 SAFER,

C.5.7.1.2 IRP system (Vista RS),

C.5.7.1.3 Heavy Vehicle Registration data (Destiny),

C.5.7.1.4 Oversize/overweight permit data (WEPS),

C.5.7.1.5 PRISM data from SAFER.

C.5.7.2 The contractor shall be responsible for ensuring that all existing District CVIEW legacy system data is transmitted to, and incorporated in SAFER.

C.5.8 Task VII – Conduct Pilot Test (CLIN 0007)

Contractor shall conduct a four week pilot test of the installed and fully operational CVIEW system. This pilot test shall include the CVIEW fully populated with data described in section C.5.7. If there are any major system failures during the four week pilot test, as determined by the District’s CVISN Program Manager, the test period may be restarted at the District’s sole discretion. If the pilot test must be restarted more than two times, the District, at its sole discretion, may terminate pursuant to Clause 8: Default of the District of Columbia Standard Contract Provisions and 27 District of Columbia Municipal Regulations Chapter 37.

C.5.9 Tasks VIII and IX - System Usage and Maintenance, and Help Desk Support Option Years 1, 2 and 3 (CLINs 1008, 1009, 2008, 2009, 3008, 3009)

C.5.9.1 **System Usage and Maintenance:** Beginning at the end of the warranty period and extending for a period of one year, at a minimum, the contractor shall provide:

C.5.9.1.1 Problem resolution. System is inoperable or does not operate as expected;

C.5.9.1.2 Software upgrades to maintain compatibility and certification with SAFER; and

C.5.9.1.3 Minor enhancements.

C.5.9.2 **Help Desk Support:** Upon completion of system implementation and during Option Year one (1) of the contract the Contractor shall provide Help Desk support. The contractor shall provide staffed Help Desk support from 8:00 A.M. until 5:00 P.M., Monday through Friday, except District holidays. The contractor shall provide voice mail capability at all other times. The contractor shall provide a phone number for an on-call emergency contact in the event the system becomes unavailable when the Help Desk is not staffed.

C.5.10

Task X - Additive Alternate Develop And Implement Data Maintenance Capability (CLIN 00010)

At the District's option, the contractor may be required to develop and implement A data maintenance system enhancement after the basic system has been implemented, tested and accepted by the District. The contractor shall develop add, change, and delete capabilities, for authorized District personnel, to all data elements in the CVIEW. This capability will be used to address the problems of missing data and to correct data found to be in error.

SECTION D: PACKING AND MARKING

Not applicable to this contract.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number 6, Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.
- E.2** The following specific inspection and acceptance procedures shall govern the Contractor's and District's performance under the contract:
- E.2.1** The Contractor shall submit the Work Plan developed under Section C.5.2.1 for review and approval by the COTR prior to initiating performance under the contract. The COTR will review the Work Plan and provide written approval
- E.2.1** The DDOT will review the Contractor's monthly project reports to ensure that the Contractor is meeting acceptable performance measures, which will be outlined in the work plan and schedule developed.
- E.2.2** Procedures for Inspection and Acceptance of the CVIEW System:
:
- E.2.2.1** The Contractor shall conduct a four week pilot test of the installed and fully operational CVIEW system.
- E.2.2.2** This pilot test shall include the CVIEW fully populated with data described in section C.5.7.
- E.2.2.3** The Contractor shall provide a weekly report of CVIEW performance during the pilot test. The report shall include information regarding: 1) system availability, 2) usage, 4) problems reported, and 5) problem resolutions.
- E.2.2.4** If the COTR determines that the weekly report does not meet contract requirements, the contractor shall revise the weekly report and submit it to the COTR within two business days.
- E.2.2.5** If there are any major system failures during the four week pilot test, as determined by the District's COTR, the test period may be restarted at the COTR's discretion.
- E.3** The Contractor's performance shall be evaluated monthly by the COTR.
- E.2.2.6** If the Contractor has to restart the pilot test more than two times, the District shall take action pursuant to 27 District of Columbia Municipal Regulations Chapter 37 TERMINATION OF CONTRACTS and Clause 4 of the Government of the District of Columbia Standard Contract Provisions for use with Supplies and Services Contracts.

- E.2.2.7 The final report shall include acceptance by the COTR that the CVIEW system performed satisfactorily.

- E.3 The contractor shall develop and submit to the COTR for review and approval training materials per subsection C.5.6

- E.4 The COTR will make final acceptance after receiving concurrence from DDOT, DMV, PSMD and MPD personnel that all deliverables have been submitted and that the CVIEW system performs in accordance with contract requirements.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

F.2.3 The price for the option period shall be as specified in the contract.

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

F.3 DELIVERABLES

Section #	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.5.2	Acceptable work plan and schedule. The schedule will be presented in a GANTT matrix showing the entire timeline of the project.	8 color hard copies and an electronic version	Electronically on disk or by E-Mail	14 days	COTR
C.5.2.3	Bi-weekly reports of progress made to the DDOT Project Manager through the life of the	1 electronic file	Email	Every 14 days,	COTR

	project				
C.5.2.4	Monthly report summarizing project progress, outstanding issues, status of action items, and schedule status to DDOT for review.	1 electronic file	Email	Every 30 days	COTR
C.5.2.6	System Capacity Requirement assessment Report	1 electronic file	Email	Every 365 days	COTR
C.5.3	System technical documentation	4 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail		COTR
C.5.4	Interface technical documentation	4 color copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail		COTR
C.5.5	User Documentation (15 copies), System Administrator Documentation (2 copies), and System Technical Documentation (2 copies).	15 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail		COTR
C.5.6	Training materials for 15 users, 2 system administrator and 2 technical staff and conduct training for each group.	15 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail		COTR
C.5.7	Data load reports for SAFER, IRP, Intrastate Heavy Vehicles, and OS/OW permits. Test results reports.	1 color hard copy and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	Every 30 days	COTR

C.5.8	User and technical documentation, test results, and final acceptance report for Pilot test.	5 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail		COTR
C.5.9	Monthly management reports of system performance, problems and resolutions (system & data), and data record counts.	1 color hard copy and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	Every 30 days	COTR
C.5.10	Monthly management reports of system performance, problems and resolutions (system & data), and data record counts.	1 color hard copy and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	Every 30 days	COTR
C.5.11	Monthly management reports of system performance, problems and resolutions (system & data), and data record counts.	1 color hard copy and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	Every 30 days	COTR
C.5.12	Revised Bi-Weekly Management Report	1 color hard copy and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	Within two business days from notification to revise	COTR
E.2.2.4	Monthly management reports of system performance, problems and resolutions (system & data), and data record counts.	1 color hard copy and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	Every 30 days	COTR

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate. The contractor shall submit the original to the Agency Chief Financial Officer (ACFO) and the duplicate copy to the Contracting Officer's Technical Representative (COTR) specified in Section G.8. The address of the ACFO is:

Associate Chief Financial Officer
The District Department of Transportation (DDOT)
2000 14th Street, N.W., 6th floor
Washington, D. C. 20009
Telephone: (202) 671-2301

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax identification and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.),

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.4 PAYMENT

G.4.1 In accordance with the Quick Payment Act, D.C. Official Code §2-221.01 et seq., the District of Columbia Office of the Associate Chief Financial Officer shall make payment within thirty (30) days from the date of receipt of a properly submitted invoice. The Office of the Associate Chief Financial Officer is an independent District government agency with exclusive control over all payments. The District shall only pay the Contractor for performing the services under this contract according to the terms outlined in this contract and the prices set forth in Section B.

G.4.2 For CLINs 0001 through 0007, the District will pay the Contractor upon successful completion and acceptance of each task in accordance with the agreed upon price schedule.

G.4.3 For CLINs 0008 and 0009, the District will pay the Contractor each month for work performed during the prior month an amount equal to 1/12th of the total firmfixed price contract price for that CLIN.

G.4.3 INVOICING PROCEDURES

G.4.3.1 The Contractor shall invoice the District based on the acceptance and completion of the percentage of completion of each task for the period of performance of the invoice.

G.4.3.2 The Contractor shall support each invoice with a statement of the work that the Contractor performed for that time period. This statement will assist the COTR in determining the percentage of work completed; thereby facilitating his ability to approve invoices. Additionally, it will assist him in maintaining an historical record of amounts of work needed to meet the performance standards, and will assist the COTR in responding to internal and external questions on work levels. The Contractor must submit each monthly invoice in a manner and form that DDOT/OD specifies.

G.4.3.3 The District will make final invoice payment upon the COTR's determination that the Contractor has completed all tasks.

G.3 ASSIGNMENT OF CONTRACT PAYMENTS

- G.3.1 In accordance with 27 DCMR §3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.3.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.3.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:
 - a) Pursuant to the instrument of assignment dated _____ make payment of this invoice to _____ (name and address of assignee).

G.4 THE QUICK PAYMENT CLAUSE

G.4.1 Interest Penalties to Contractors

- G.4.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
 - G.4.1.1.1 the 3rd day after the required payment date for meat or a meat product;
 - G.4.1.1.2 the 5th day after the required payment date for an agricultural commodity; or
 - G.4.1.1.3 the 15th day after the required payment date for any other item.
- G.4.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.4.2 Payments to Subcontractors

- G.4.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:
 - G.4.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

- G.4.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.4.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- G.4.2.2.1 the 3rd day after the required payment date for meat or a meat product;
 - G.4.2.2.2 the 5th day after the required payment date for an agricultural commodity; or
 - G.4.2.2.3 the 15th day after the required payment date for any other item.
- G.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5 CONTRACTING OFFICER (CO)

- G.5.1 The Contract will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Jerry M. Carter, Contracting Officer
District Department of Transportation
2000 14th Street, NW, 6th Floor
Washington, DC 20009
(202) 671-2270

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.6.3 In the event, the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Patrick Chuang
Title: ITS Systems Integration Manager
Agency: District Department of Transportation
Address: 2000 14th Street NW, 2nd Floor
Telephone: (202) 671-2656

G.7.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.7.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.2.1 The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 8, dated May 26, 2009 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. 351 et seq. (Attachment J.3). The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

H.3.1 The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR

designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d et seq.

H.6 PROTECTION OF PROPERTY:

H.6.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

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

H.7.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability (See 42 U.S.C. 12101 et seq.).

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

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

H.9 EQUAL EMPLOYMENT OPPORTUNITY

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

H.10 **WARRANTIES:**

Contractor shall warrant that the CVIEW system conforms to the requirements described in Section C.5.3 for a period of one year, after acceptance by the District CVISN Program manager of the system pilot test.

H.11 **DISTRICT RESPONSIBILITIES**

H.11.1 The District will not withhold any documentation, specifications, data, reports, policies, guidelines, regulations, standards, or other information that would assist the Contractor in the performance of its duties under this contract.

H.11.2 The District will review all documents within the allotted time agreed upon within the work plan and attend all meetings as scheduled.

H.11.3 The District will provide client hardware and internet access.

H.11.4 District to provide facility for training.

H.12 **DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

- I.1 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

- I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

- I.3.1 All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

- I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

- I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related

information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 RESTRICTED RIGHTS LEGEND

- (i) Unless the Contractor marked the data, the restricted rights set forth in Section I.5.6 are of no effect with the following legend:

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

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

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

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

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such

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

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

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

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

I.6 OTHER CONTRACTORS

I.6.1 The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

I.7.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- I.8.1 **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- I.8.1.1 Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
- I.8.1.2 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.8.1.3 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.8.1.4 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit

for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

- I.8.1.5 Workers' Compensation Insurance.
- I.8.1.5.1 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.5.2 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
- I.8.1.6 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.
- I.8.1.7 Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.
 - I.8.1.7.1 The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
 - I.8.1.7.2 The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- I.8.2 DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- I.8.3 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- I.8.4 MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.8 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), and the Contract Clauses (Section I).

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

The following documents, some of which may be obtained at www.ocp.dc.gov, are incorporated as part of the contract resulting from this solicitation:

- J.1.1** Labor Standards Clauses For Service Contracts Exceeding \$2,500.00 Service Contract Act Of 1965, as amended (Attached)
- J.1.2** District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 at www.ocp.dc.gov
- J.1.3** Wage Determination No. (2005-2103, Revision 8, dated 5/26/09) (Attached)
- J.1.4** Living Wage Act of 2006 at www.ocp.dc.gov and Living Wage Notice (Attached)
- J.2** *(The following forms some of which are located under the Solicitation Attachment Link at www.ocp.dc.gov must be completed and returned with the bid.)*
 - J.2.1** E.E.O. Compliance Documents
 - J.2.2** Tax Certification Affidavit
 - J.2.3** Cost/Price Package
 - J.2.4** Non-Collusion Affidavit
 - J.2.5** Certification of Eligibility
 - J.2.6** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction
 - J.2.7** Disclosure of Lobbying Activities
 - J.2.8** Certification for Grants, Loans and Cooperative Agreements
 - J.2.9** Equal Opportunity/ Non Segregated Facilities Certificate
 - J.2.10** Payment to Subcontractors and Suppliers Certificate
 - J.2.11** Disadvantaged Business Enterprise Certification Subcontractor (DBE and Non DBE) Information

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

K.1.1 The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

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

(A) It operates as:

- 1) A corporation incorporated under the laws of the State of: _____
- 2) An individual,
- 3) A partnership,
- 4) A nonprofit organization, or
- 5) A joint venture.

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

- 1) An individual,
- 2) A joint venture, or
- 3) A corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

K.3.1 Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

K.3.2 Offeror ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

K.4.1 The offeror hereby certifies that each end product, except the end products listed below is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

K.5.1 Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) Those prices
 - (ii) The intention to submit a contract, or
 - (iii) The methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (B) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

K.7 TAX CERTIFICATION

K.7.1 Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District:

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

L.1.2 Initial Offers

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

L.2 PRE-PROPOSAL CONFERENCE

L.2.1 A pre-proposal conference will be held on October 27, 2009 at 10:30 a.m. in the 3rd Floor Bid Conference Room, Reeves Municipal Center, 2000 14th Street, NW, Washington, DC. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.3.1 One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic,

and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCKA-2008-R-0173. See page 1 block 9 for proposal submission date, time and location.

L.3.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.3.3 **Technical Proposal (not to exceed 50 pages)**

L.3.3.1 Technical proposals must provide a detailed description of how the Offeror intends to accomplish the tasks and meet the performance standards set forth in this RFP. The technical proposal must clearly indicate how the Offeror would proceed if awarded the contract.

L.3.3.2 The technical proposal must be organized as follows:

L.3.3.2.1 **Executive Summary (not to exceed 5 pages):** Provide an overview of the technical approach. Clearly include any assumptions made in responding to the RFP and any exceptions made in the offer. The executive summary also must identify any uncertainties and briefly explain how the Offeror intends to address those uncertainties.

L.3.3.2.2 **Work Plan:** Although a complete work plan is required 30 days after award of the contract, Offeror must explain how it intends to accomplish each of the tasks set forth in Section C. The plan must clearly identify:

L.3.3.2.2.1 The resources, including equipment, materials, and staff, necessary and available to conduct the work;

L.3.3.2.2.2 Clear methodology for successfully accomplishing each task.

L.3.3.2.2.3 Contingencies the contractor foresees in successfully accomplishing each task and how those contingencies can be mitigated.

L.3.3.2.3 **Staffing:**

L.3.3.2.3.1 The Staffing section of the technical proposal must clearly describe how the Offeror intends to staff all of the tasks set forth in the RFP and how the Offeror intends to

manage staff and information to ensure that work is completed to the performance standards set forth in this RFP. If subcontractors are used, the staffing/management proposal must describe how the Offeror intends to manage and provide oversight of all subcontractor activities.

L.3.3.2.3.2 The Offeror should identify key personnel. At a minimum, offerors must identify:

L.3.3.2.3.2.1 The overall project manager, including a resume;

L.3.3.2.3.2.2 The key personnel responsible for each task area set forth in Section C of this RFP, including names, title, resume and brief summaries of relevant experience; and

L.3.3.2.3.2.3 Name and description of any proposed subcontracting firms, including key personnel, contact information, expertise provided to the project and relevant experience.

L.3.3.2.4 **Experience and Past Performance:**

L.3.3.2.4.1 The Offeror must submit information describing its experience and past performance. The Offeror should include a detailed description of performance on projects of similar size and complexity including an overview of the project, tasks performed and name and contact information of the client.

L.3.3.2.4.2 A brief description of the relevant technical or task-specific experience, including the project budget and period of performance for the project;

L.3.3.2.4.3 A brief description of the relevant program management experience; and

L.3.3.2.4.4 An identification of the client and a point of contact that may be used as a reference.

L.3.3.2.5 **Other Required Documentation:**

L.3.3.2.5.1 Offerors must submit with their technical proposal a Conflict of Interest statement. The District will award contracts only to those Offerors whose objectivity is not impaired because of any related task, present, or planned interest, financial or otherwise, in organizations regulated by the District or in organizations whose interest may substantially be affected by District activities. Based on this policy:

L.3.3.2.5.1.1 Offerors shall describe, in a concise manner, all past, present or planned organization, financial, contractual or other interests with organizations regulated by the District or with organizations whose interest may be substantially affected by District activities and which is related to work under this solicitation. The interest described shall include those of the Offeror, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interests will be limited to within one year of the date of the Offeror's Technical Proposal. Key personnel, for the purpose of this section only, shall include any person owning more than 20% interest in the Offeror, and shall also include the Offeror's corporate officers, its senior managers, and any

employee responsible for making a decision or taking an action on this contract that could have an economic or other impact on the interest of a regulated or affected organization.

L.3.3.2.5.1.2 Offerors shall describe why in light of any interests identified above, performance of the proposed contract can be accomplished in an impartial and objective manner.

L.3.3.2.5.1.3 In the absence of any relevant interest identified above, the Offeror shall submit, in its proposal, that to its best knowledge and beliefs, no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

L.3.3.2.5.2 The Contractor shall provide a copy from an existing implementation of their system of each the following for the District's review:

L.3.3.2.5.2.1 User Documentation;

L.3.3.2.5.2.2 System Administrator Documentation; and

L.3.3.2.5.2.3 System Technical Documentation

L.3.4 **Price Proposal**

The Offeror shall submit the price proposal consisting of the price schedule contained in Section B. In addition, the Offeror shall include a narrative stating the material assumptions utilized in developing its price proposal. The Offeror shall also provide supporting detail on its price submission for each CLIN which includes a break-down of the Offeror's price by major cost category, including, but not limited to, labor, overhead, travel cost, subcontractor, general and administrative expenses and profit. See Attachment J.2.3 – Cost/Price Package.

L.3.5 **Oral Presentation:**

Offerors will be scheduled to present an oral presentation of its offer. The presentation including a question/answer session at its conclusion shall not exceed one (1) hour. Information obtained during the presentation will be evaluated by the Proposal Evaluation Panel in accordance with **SECTION M: EVALUATION FACTORS** of the solicitation.

L.4 **PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

L.4.1 **Proposal Submission**

L.4.1.1 Proposals must be submitted no later than 30 days from the date of the release of this RFP. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

L.4.1.1.1 The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

L.4.1.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

L.4.1.1.3 The proposal is the only proposal received.

L.4.2 **Withdrawal or Modification of Proposals**

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

L.4.3 **Postmarks**

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

L.4.4 **Late Modifications**

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

L.4.5 **Late Proposals**

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

L.5 **EXPLANATION TO PROSPECTIVE OFFERORS**

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

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this RFP not responding with an offer should not return this RFP. Instead, they should advise the Contracting Officer, District Department of Transportation, 2000 14th Street, NW, 6th Floor, Washington, DC 20009 at (202) 671-2270; by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, District Department of Transportation of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, District Department of Transportation that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

L.7.1.1 "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

L.7.1.2 If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

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

Jerry M. Carter, Contracting Officer
District Department of Transportation
2000 14th Street, NW, 6th Floor
Washington, DC 20009
(202) 671-2270
Jerry.Carter@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

L.17.1 Each proposal must provide the following information:

L.17.2 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.17.3 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.4 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

L.19.1 The Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District.

L.19.2 Provide evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.3 Provide evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.4 Provide evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.19.5 Provide evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.6 Provide evidence of a satisfactory performance record of integrity and business ethics.
- L.19.7 Provide evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.8 Provide evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.9 If the Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the Offeror to be nonresponsible.

L.20 DETERMINATION OF CONTRACTOR CONFLICTS OF INTEREST

- L.20.1 The Contractor shall submit with his technical proposal a detailed description of the scope of work currently being performed and recently performed by the Contractor for DDOT and any of their affiliates.
- L.20.2 The Contracting Officer will review all statements submitted and may require relevant information from the Offeror. All information provided and any other relevant information known to the District will be used to determine whether an award to the Offeror may create a conflict of interest. If such a conflict of interest is found to exist, the CO may 1) disqualify the Offeror, or 2) determine it is otherwise in the best interest of the District to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the awarded contract.
- L.20.3 An offeror's refusal to provide disclosure or representation or any additional information required, may result in the disqualification of the Offeror or award. If non-disclosure or misrepresentation is discovered after the award, the CO may terminate the resulting contract. If after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which would not reasonably have been known prior to award, the Contractor shall make an immediate full disclosure in writing to the Contracting Officer. The Disclosure shall include a full description of the conflict, a description of the action or proposes to take to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the District.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

M.3.1 ITS Systems Development Experience and Technical Approach

M.3.1.1 This factor considers the Offeror's experience with ITS Systems Development particularly in the Commercial Vehicle Information Systems and Networks (CVISN) area and will be used to examine the Offeror's overall technical approach to perform the requirements as described in Section C of this solicitation. This factor examines

the Offeror's proposed services to ensure it can effectively and efficiently complete this project. It examines the Offeror's knowledge and application of industry standards and best practices.

- M.3.1.2 The standard has been met when the offeror
 - M.3.1.2.1 provides a detailed narrative that describes previous work performed of the same or highly comparable nature to include the projects duration and size in terms of dollar value and scope.
 - M.3.1.2.2 Presents a written narrative of the offeror's service description providing evidence of the offeror's understanding of the technical components of the requirements. The offeror demonstrates in a clear logical manner an awareness of the scope and complexity of services to be provided;
 - M.3.1.2.3 Presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be served, treatment objectives, and recognizing and addressing potential issues associated with performing the service;
 - M.3.1.2.4 Identifies in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rational for the expected benefits to be derived from the features; and
 - M.3.1.2.5 Provides evidence in the offeror's service description and service delivery of industry standards and best practice models.

M.3.2 Project Management Approach

This factor considers the Project Management Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. It examines the Offeror's proposed management plan, to ensure that it can efficiently and effectively manage the solicitation. It considers the Offeror's plan for providing staff and management support with the experience and ability to ensure all tasks have been completed to the performance standards set forth in this solicitation.

- M.3.3.2 The standard has been met when the offeror:
 - M.3.3.2.1 Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;

- M.3.3.2.2 Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;
- M.3.3.2.3 Describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;
- M.3.3.2.4 Provides a description and accompanying explanation of the offeror's system for providing routine maintenance and corrective maintenance when major breakdowns occur and his system for preventing major breakdowns; and
- M.3.3.2.5 Presents evidence in the offeror's proposed position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.

M.3.3 Oral Presentation

This factor considers the Offeror's presentation during the review session for the proposals. The factor examines any handouts or PowerPoint presentations, if applicable, ability to answer technical and project management questions, and overall public speaking and facilitation.

M.3.4 Past Performance

- M.3.4.1 This factor considers the Offeror's past performance in performing services related to work proposed in this solicitation. Factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the Offeror's performance.
- M.3.4.2 The past performance evaluations obtained by the District from a minimum of three (3) references provided by the Offeror, must be satisfactory or better, as described in the instructions and rating factors on page 2 of the District's Past Performance Evaluation Form.
- M.3.4.3 The standard has been met when the offeror:

M.3.4.3.1 The offeror provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.3; and

M.3.4.3.2 The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District’s Past Performance Evaluation Form.

M.3.4.3.3 See section L.3.3.2.5.2 for additional guidelines.

M. 4 EVALUATION FACTORS

M.4.1 The District will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

The technical evaluation factors listed below are in descending order of importance:

M.4.2 TECHNICAL FACTORS (65 Points)

NUMBER	EVALUATION FACTORS	POINTS
1	ITS Systems development experience	30
2	Project Management Approach	20
3	Oral Presentation	10
4	Past Performance	5

M.4.2.1 ITS Systems Development Experience

In evaluating the ITS Systems development experience, the District shall apply the following sub-factors:

M.4.2.1.1 The technical approach addresses and assures in detail realization of the procurement objectives identified in this RFP

M.4.2.1.2 Experience and knowledge regarding Commercial Vehicle Information Systems and Networks (CVISN).

M.4.2.1.3 The extent to which the Offeror provides a clear understanding of CVIEW functionality.

M.4.2.1.4 The extent to which the Offeror provides a clear understanding of technical industry standards.

M.4.2.2 Project Management Approach

In evaluating the Project Management Approach, the District shall apply the following sub-factors:

M.4.2.2.1 Overall management approach, including:

M.4.2.2.2 The extent to which the project management approach addresses and assures realization of the procurement objectives identified in this RFP;

M.4.2.2.3 The extent to which the Offeror provides clear, concise, high probability for success work plan for meeting all performance requirements set forth in this RFP. This includes addressing all tasks set forth in Section C;

M.4.2.2.4 The extent to which the Offeror provides staff with the experience and background in completing projects with similar requirements and outcomes.

M.4.2.3 Oral Presentations

In evaluating the Oral Presentation, the District shall apply the following sub-factors:

M.4.2.3.1 The extent to which the Offeror demonstrates the ability to conduct a clear and concise presentation on their proposed offer;

M.4.2.3.2 Ensure the presentation and handouts are clear of errors, omissions, and any other type of common clerical mistakes

M.4.2.3.3 The Offer demonstrates a thoroughness to perform high quality work.

M.4.2.4 Past Performance

The District shall evaluate the Offeror's past performance based upon the extent to which the Offeror demonstrates a successful track record in performing similar projects at a scale comparable to the requirements of this RFP. In evaluating the Past Performance, the District shall apply the following sub-factors:

M.4.2.4.1 The extent to which the Offeror (and any subcontractors, as applicable) possess experience and past performance with developing and hosting ITS systems;

M.4.2.4.2 The relevance of past performance management experience examples provided by the Offeror;

M.4.2.4.3 The quality of references provided by the identified contact personnel;

M.4.2.4.4 The extent to which personnel from the reference projects are proposed on this project; and

M.4.2.4.5 Feedback from contact references on the Offeror's performance on the project.

M.4.3 PRICE FACTOR (35 Points)

M.4.3.1 The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

M.4.3.2
$$\frac{\text{Lowest price proposal}}{\text{Price Proposal being evaluated}} \times 35 = \text{evaluated price score}$$

M.4.5 TOTAL (100 Points)

M.5 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.