

SOLICITATION, OFFER, AND AWARD			1. Caption In-Vehicle Parking Meter Payment System		Page of Pages 1 56		
2. Contract Number		3. Solicitation Number DCKA-2010-R-0163		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 6/14/2010	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:			
7. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, N. W., 6th Floor Washington, D.C. 20009				8. Address Offer to: Department Public Works office of Contracting and Procurement 2000 14th Street, N. W., 3rd Floor Washington, D.C. 20009			
SOLICITATION							
9. Sealed offers in original and <u>2</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, N.W., 3rd Floor</u> until <u>2:00 p.m.</u> local time <u>15-Jul-10</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 Deborah Bryant		B. Telephone (Area Code) (Number) (Ext) 202 671 2276		C. E-mail Address deborah.bryant@dc.gov	
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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)	<input type="checkbox"/>				
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) Kathy S. Hatcher			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



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

- B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the District Department of Transportation (the “District”) is seeking a contractor to provide an In-Vehicle Parking Payment (IVPP) system that will enable the District to make parking transactions more user-friendly.
- B.1.1 The District contemplates award of an Indefinite Delivery-Indefinite Quantity (IDIQ) contract(s) for the services specified with payment based on fixed unit prices as set forth in the SCHEDULE below. Contractor shall provide all specified services required by the District.
- B.1.2 The District reserves the right to award up to two (2) separate contracts.

B.2 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

- B.2.1 This is an IDIQ contract for the supplies or services specified, and effective for the period stated.
- B.2.2 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.1. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum ordering amount of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00. The District will order at least the minimum quantity of One Hundred Dollars and Zero Cents (\$100.00).
- B.2.3 There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.2.4 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after date of award.

B.3 SCHEDULE

- B.3.1 This section contains the price schedule that Offerors must submit as part of their price proposal. See Section **L.2.4 COST OR PRICING DATA REQUIRED** for additional instructions regarding the content and preparation of the price proposal.

B.3.2 PRICE SCHEDULE

B.3.2.1 BASE PERIOD (ONE YEAR)

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Total Price
0001 (See Sec. C.3)	In-Vehicle Parking Meter Payment (IVPP) System and Related Services in accordance with Section C: SPECIFICATIONS/WORK STATEMENT	Percentage of Parking Meter Revenue Collected	_____ %

B.3.2.2 OPTION YEAR 1

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Total Price
0001 (See Sec. C.3)	In-Vehicle Parking Meter Payment (IVPP) System and Related Services in accordance with Section C: SPECIFICATIONS/WORK STATEMENT	Percentage of Parking Meter Revenue Collected	_____ %

B.3.2.3 OPTION YEAR 2

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Total Price
0001 (See Sec. C.3)	In-Vehicle Parking Meter Payment (IVPP) System and Related Services in accordance with Section C: SPECIFICATIONS/WORK STATEMENT	Percentage of Parking Meter Revenue Collected	_____ %

B.3.2.4 OPTION YEAR 3

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Total Price
0001 (See Sec. C.3)	In-Vehicle Parking Meter Payment (IVPP) System and Related Services in accordance with Section C: SPECIFICATIONS/WORK STATEMENT	Percentage of Parking Meter Revenue Collected	_____ %

B.3.2.5 OPTION YEAR 4

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Total Price
0001 (See Sec. C.3)	In-Vehicle Parking Meter Payment (IVPP) System and Related Services in accordance with Section C: SPECIFICATIONS/WORK STATEMENT	Percentage of Parking Meter Revenue Collected	_____ \$

B.4 If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia is seeking proposals for an In-Vehicle Parking Meter Payment (IVPP) system. The parking payment system must enable the District to achieve many of the goals discussed in C.2.6. At a minimum, it will enable the District to offer multiple payment options to the customers, make the parking transaction more user-friendly, reduce frustration with broken meters, address ADA concerns associated with on-street meters, enhance operational efficiency and provide better revenue management.

C.1.1 APPLICABLE DOCUMENTS

The Contractor shall perform work in accordance with the documents in the following table. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the contract.

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2007
2	U.S. Department of Labor Wage Determination	No. 2005-2103, Revision No. 8	May 27, 2009
3.	Government	DDOT Annual Report	2009
4.	Government	DDOT Action Agenda	2009

C.1.2 DEFINITIONS

C.1.2 Meter: One of the end-terminals of a system, physically associated with an actual parking spot, with which the user exchanges information and/or payment in order to effect a transaction for usage of that parking spot.

C.1.2 System: The entire collection of meters, hand-held enforcement devices, central data basing and computer network, all necessary software, as well as the equipment used to transmit information.

C.1.2 Competitive Range: The determination of the offerors to be included in discussions (negotiations). It shall consists of the highest scored acceptable offers that have a realistic chance of being recommended for contract award. The competitive range may

not be limited solely for considerations relating to available agency resources or efficiency.

C.1.2.4 Real-Time Dashboard -

C.2 BACKGROUND

C.2.1 The District Department of Transportation (DDOT) maintains and operates over 17,000 metered curbside spaces using approximately 13,000 single space meters and 500 multi-space (pay and display) meters. The exact breakdown of the District’s meter assets are shown in the Exhibit below.

Meter Type	Meters	Spaces	% of Spaces
Pay & Display Multi-space Meters – Parkeon Stelio	514	3,923	23%
Single Space Meter – Duncan Eagle 2000	8,240	8,240	48%
Single Space Meters – Mackay Guardian XL	4,994	4,994	29%
TOTAL	13,748	17, 157	Asset/Space = 0.80

C.2.2 Duncan Eagle 2000 meters account for approximately half of the metered spaces and are nearing the end of their useful life. This has created operational and maintenance challenges for the parking meter program as well as frustration for end-users. The District of Columbia recently went through a rate adjustment, which lifted the Saturday moratorium on meter fees, and added late night parking fees. The District expects these changes to increase the number of coin transactions from approximately 80 million per year to over 120 million per year, further taxing the aged assets. Parking meter related complaints is the single-most frequent service request for DDOT and the District government.

C.2.3 Meter rates range from \$0.75 per hour in the normal demand zones to \$2.00 per hour in the premium demand zones. There are a few locations in parking pilot zones that have variable rates and a rate structure that is different from the rates discussed above.

Rate	No. of Spaces	% Spaces
\$2.00 per hour	14,749	86%
\$0.75 per hour	2,408	14%
TOTAL	17,157	

C.2.4 Meters are enforced Monday through Saturday, 6:30 am through 6:30 pm. Late night enforcement is in effect until 10:00 p.m. at 7,500 metered spots. There are three predominant time zones: 1-hour, 2-hour and 4-hour. In addition, locations might have rush hour restrictions during the morning rush, evening rush or both morning and evening rush hours. The Exhibit below shows the geographical distribution of meters. A large percentage of the meters are located in Ward 2.

Location	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6
# of Metered Spots	9%	64%	9%	4%	3%	9%

C.2.5 The District has on-going pilots on pay-by-cell and other state-of-the-art solutions to metered curbside parking. Currently, the parking revenue is collected by the District Department of Transportation. Parking enforcement is primarily a Department of Public Works function.

C.2.6 The DDOT is looking at options for enhancing the efficiency and user-friendliness of the parking meter program by looking at state-of-the-art solutions related to metered curbside management and enhancing revenue management activities. The specific goals of this solicitation are to identify solutions that will enable the District to:

C.2.6.1 Improve Customer Service:

- C.2.6.1.1 Users will have multiple payment options;
- C.2.6.1.2 maximize convenience (such as not having to return to the vehicles after paying); and
- C.2.6.1.3 reduce frustration related to broken meters and meter malfunctions.

C.2.6.2 Enhance Management and Operations:

- C.2.6.2.1 Rates and operational schedules can be reprogrammed for flexible conditions;
- C.2.6.2.2 Reports can be prepared on a regular basis to provide information on trends, productivity, and performance;
- C.2.6.2.3 real-time knowledge on revenue stream and parking demand;
- C.2.6.2.4 ability for flexible pricing; and
- C.2.5.2.5 savings in maintenance costs.

C.2.6.3 Improve Revenue Management Activities:

- C.2.6.3.1 Compatibility with the District’s accounting systems;
- C.2.6.3.2 potential technologies in which financial transactions may be transferred directly into the District’s financial accounts; and
- C.2.6.3.3 audit controls for cash flow and revenue collection will be enhanced.

C.3 REQUIREMENTS (CLINs 0001, 1001, 2001, 3001, and 4001)

C.3.1 The Contractor shall perform all work in accordance with the applicable documents listed in Section C.1.1. The Contractor shall also be responsible for providing all management, supervision, personnel, tools, materials, equipment and transportation required to perform but not be limited to performing the following tasks:

C.3.2 The Contractor shall develop and submit to the COTR for review a Project Management Plan and Schedule.

- C.3.3 The Contractor shall participate in Project Management Meetings of which the time, place and frequency will be determined by the COTR. The Contractor shall meet with the program staff weekly at the beginning of the contract to plan and discuss system implementation, monitor and track acceptance and usage, resolve start-up issues and discuss key performance measures established for the program. As the program matures, the frequency of the meeting will be adjusted to reflect actual need.
- C.3.4 The Contractor shall submit to the COTR bi-weekly performance reports, of which the content and format will be specified by the COTR.
- C.3.5 At a minimum, the contractor shall perform the following minimum tasks to supply to the District a turnkey solution for implementing in-car meters in the District:
 - C.3.5.1 System set-up and integration as necessary;
 - C.3.5.2 planning, designing and implementing on-street signage as necessary (The contractor shall install signage that is clearly stated if any is required on the street or meters.);
 - C.3.5.3 distributing the in-car device to customers;
 - C.3.5.4 providing customer support through telephone and internet access;
 - C.3.5.5 providing program management, technical and system support;
 - C.3.5.6 provide training for all District personnel responsible for enforcement of parking regulations, processing parking transactions or providing services in connection with the project, and program and financial staff on the back-end system;
 - C.3.5.7 developing a marketing plan to launch the product in the District;
 - C.3.5.8 providing customer support for new customers to sign-in and respond to customer complaints; and
 - C.3.5.9 providing weekly and monthly reports and real-time dashboards.
- C.3.6 The Contractor shall provide an in-vehicle meter system with, but not limited to, the following characteristics:
 - C.3.6.1 user interface must be intuitive and simple, with a minimum of data input/selection (Customers shall have the capability of selecting the amount of time up to the maximum time limit allowed at a specific location.);
 - C.3.6.2 at a minimum can be purchased through the web or with a phone call (The Contractor shall provide other distribution channels.);
 - C.3.6.3 customer service available 24X7 through different channels such as the web and phone (Customized platforms and phone numbers must be provided for customers to access parking information and services online.);
 - C.3.6.4 capability of performing payment transaction using credit, debit and ACH payments (The meter can be activated using buttons on devices or by a cell phone call.);
 - C.3.6.5 have a legible screen that shows the amount of time left and rate paid (The display must be large enough to allow enforcement officers to view the amount of time left and rate

- paid even during the night time and evening hours.);
- C.3.6.6 have an audit trail function that allows for adjudication (It can be as simple as having the parking transactions available on the device or at the customized website.);
- C.3.6.7 have the capability to restrict parking based on on-street restrictions;
- C.3.6.8 be tamper proof and fraud resistant;
- C.3.6.9 back-office system must be robust and be able to track transactions and usage on a real-time basis;
- C.3.6.10 have financial controls in place to ensure that all financial payments and transactions have a high level of control and audits can be easily supported (All transactions must be processed through PCI compliant gateways and websites.); and
- C.3.6.11 have the capability of charging dynamic pricing schemes, proposed rate changes, variable rates based on time of day.
- C.3.7 The contractor shall provide the District electronic access to systems that enable program and financial staff real time access to the transactions occurring using in-car meters (The Contractor shall provide a system that enables the COTR and Parking Management staff to have comprehensive, timely information on the IVPP program with an ability to drill down to the customer level and analyze the data.);
- C.3.8 The contractor shall provide a complete accounting of all parking transactions processed on a weekly basis throughout the term of the contract.
- C.3.9 Each week, the contractor shall provide to the COTR the following minimum information:
 - C.3.9.1 The number of customers that sign-up;
 - C.3.9.2 the dollar volume of transactions using in-car meters;
 - C.3.9.3 the total value of fees;and
 - C.3.9.4. the number of transactions.
- C.3.10 The Contractor will develop in collaboration with the COTR other performance measures that will enable the District to benchmark customer satisfaction and acceptance, system reliability, and operational efficiency;.
- C.3.11 The Contractor shall disaggregate the information by wards, zones, routes or other levels as specified by the COTR.
- C.3.12 The contractor shall deposit all parking meter revenue into a merchant account either selected by the Contractor and approved by the COTR or selected by the COTR. The COTR will base his decision upon which account is most cost effective.

- C.3.13 Each month the Contractor shall invoice the District at the firm-fixed contract amount for a percentage of the parking meter revenues collected during the prior month.
- C.3.14 In the event the Contractor charges the customer a convenience (transaction) fee at the time of transaction, the terms and conditions and implementation of the transaction fee must be in accordance with what is negotiated between the Contractor and the District prior to contract award.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Project Management Plan and Schedule	N/A	Electronic	10 days from NTP
0001	Project Implementation Plan to include marketing plan	N/A	Electronic	
0001, 2001, 3001, 4001	Project Management Meetings	As required by District		TBD
0001,	Weekly Performance Report	N/A	Electronic	Weekly after

2001, 3001, 4001				project implementati on
0001	Implementation, including signage, system design and implementation, marketing			No later than 60 days from NTP
0001	Training		Training Session	No later than 45 days from NTP
0001, 2001, 3001, 4001	Invoices	1	Electronic & Mail	Monthly

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 ORDERING CLAUSE

G.1.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.1.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.1.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.2 INVOICE PAYMENT

G.2.1 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.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Customer Care Division
Address: 2000 14th Street, N.W., 6th Floor
Telephone: (202) 671-2300

G.3.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.3.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

- G.3.2.2** Contract number and invoice number;
- G.3.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.3.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.3.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.3.2.6** Name, title, phone number of person preparing the invoice;
- G.3.2.7** 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.3.2.8** Authorized signature.

G.4 PAYMENT

G.4.1 Payment to the Contractor shall be based on a firm-fixed percentage of the total parking meter revenue collected.

G.5 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.5.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.5.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

G.6.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.6.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.7 THE QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1 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.7.1.1.1 the 3rd day after the required payment date for meat or a meat product;
- G.7.1.1.2 the 5th day after the required payment date for an agricultural commodity; or
- G.7.1.1.3 the 15th day after the required payment date for any other item.

G.7.1.2 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.7.2 Payments to Subcontractors

G.7.2.1 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.7.2.1.1 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.7.2.1.2 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.7.2.2 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.7.2.2.1 the 3rd day after the required payment date for meat or a meat product;
- G.7.2.2.2 the 5th day after the required payment date for an agricultural commodity; or
- G.7.2.2.3 the 15th day after the required payment date for any other item.

G.7.2.3 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.7.2.4 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.8 CONTRACTING OFFICER (CO)

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

Contracting Officer: Kathy Hatcher Contracting Officer
Office of Contracting & Procurement
District Department of Transportation
Address: 2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
Telephone: 202-671-2270
E-mail: kathy.hatcher@dc.gov

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.10.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.10.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

- G.10.1.2 Coordinating site entry for Contractor personnel, if applicable;
- G.10.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.10.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.10.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.10.2 The address and telephone number of the COTR is:
 - COTR:** Soumya S. Dey
 - Title:** Deputy Associate Director
 - Address:** 2000 14th Street, N.W., 7th Floor
Washington, D.C. 20009
 - Telephone:** 202-671-1349
 - Fax:** 202-671-0623
 - Email Address:** Soumya.dey@dc.gov
- G.10.3 The COTR shall NOT have the authority to:
 - G.10.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - G.10.3.2 Grant deviations from or waive any of the terms and conditions of the contract;
 - G.10.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
 - G.10.3.4 Authorize the expenditure of funds by the Contractor;
 - G.10.3.5 Change the period of performance; or
 - G.10.3.6 Authorize the use of District property, except as specified under the contract.
- G.10.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, 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.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

H.5.3.1 Number of employees needed;

H.5.3.2 Number of current employees transferred;

H.5.3.3 Number of new job openings created;

H.5.3.4 Number of job openings listed with DOES;

H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

H.5.3.6.1 Name;

H.5.3.6.2 Social Security number;

H.5.3.6.3 Job title;

H.5.3.6.4 Hire date;

H.5.3.6.5 Residence; and

- H.5.3.6.6 Referral source for all new hires.
- H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:
 - H.5.5.1 Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
 - H.5.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - H.5.5.2.1 Material supporting a good faith effort to comply;
 - H.5.5.2.2 Referrals provided by DOES and other referral sources;
 - H.5.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and
 - H.5.5.2.4 .Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
 - H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;
 - H.5.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - H.5.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Fiscal Officer and the COTR.

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

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

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

- H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:
 - H.8.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.8.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.8.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.8.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.8.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - H.8.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - H.8.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - H.8.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - H.8.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

H.8.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING PLAN COMPLIANCE

H.9.1 Reporting. If the Contractor has an approved subcontracting plan under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.1.1 The dollar amount of the contract or procurement;

H.9.1.2 A brief description of the goods procured or the services contracted for;

H.9.1.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.1.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.1.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.1.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.2 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.2.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.2.2 In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5%

of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

H.10 WARRANTY – Equipment and Service

The contractor shall certify their products and replace free of charge in case any malfunctions occur. Product malfunctions must not result in any cost to the customers.

H.11 DISTRICT RESPONSIBILITIES

H.11.1 The District will collect both parking meter fees and convenience fees. At the end of the month, the contractor shall invoice the District for a percentage of the fees collected and the District will disburse the appropriate amount from the fees that have been collected.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

administrative, cost and pricing, and management data or other information incidental to contract administration.

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

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

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

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance

agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- 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 have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
- I.8.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- I.8.1.2 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.8.1.3 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.4 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5 Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall

be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

I.8.2 DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.8.4 CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

I.8.5 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.8.6 NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.8.7 CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Contracting Officer: Kathy Hatcher
Address: 2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
E-mail: kathy.hatcher@dc.gov

I.8.8. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 8, May 26, 2009
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at www.ocp.dc.gov click on “Living Wage Act of 2006”
J.6	Tax Certification Affidavit available at www.ocp.dc.gov click on “Solicitation Attachments”
J.7	Cost/Price Certification and Data Package

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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

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

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

B. does not have a proposed debarment pending; and

C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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 up to two (2) contracts resulting from this solicitation to the responsible offerors whose offers 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 June 22, 2010 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-20010-R-0163, In-Vehicle Parking Meter Payment System".

L.3.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.3.3 TECHNICAL PROPOSAL

L.3.3.1 Executive Summary (not to exceed 5 pages):

Provide an overview of Offeror's proposal. Clearly include any assumptions made responding to the RFP and any exceptions made in the offer. The Executive Summary should also identify any uncertainties and briefly explain how the Offeror intends to address those uncertainties.

L.3.3.2 Section One - Technical Approach (15 page maximum):

L.3.3.2.1 The Technical Approach should be a brief explanation of the methodologies, strategies, and capabilities that the offeror intends to apply to the Work Statement and Requirements described by DDOT in this RFP. Offerors should provide the following information to describe their technical approach:

- L.3.3.2.1.1 System functionality – describe basic functionalities of the system;
- L.3.3.2.1.2 Concept of Operation – describe how the system operates from different stakeholders' perspective (The different stakeholders are the customers, parking enforcement (DPW), parking meter management (DDOT) and Office of Chief Financial Officer (OCFO);
- L.3.3.2.1.3 Overall System Information;
- L.3.3.2.1.4 Licensing, if any;
- L.3.3.2.1.5 Database provided;
- L.3.3.2.1.6 Tools Provided;
- L.3.3.2.1.7 Training program;
- L.3.3.2.1.8 User Friendliness of proposed system;
- L.3.3.2.1.9 Sign Up Process;
- L.3.3.2.1.10 Customer Support Plan and how it interfaces with existing 311 system;
- L.3.3.2.1.11 Revenue collection technology; methods for tracking and submitting parking revenue;
- L.3.3.2.1.12 Enforcement management and technology;
- L.3.3.2.1.13 Scalability of system to include other applications;
- L.3.3.2.1.14 Project schedule and ramp-up time;
- L.3.3.2.1.15 Marketing Plan; and,
- L.3.3.2.1.16 Quality Assurance Quality Control process.

L.3.3.2.2 The offeror's technical capacity to perform the required services as described in C.3, including the offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements. In describing its technical expertise offeror's shall provide the following information:

L.3.3.2.3 Provide an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;

L.3.3.2.4 provide key staff information including cameos 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; and

L.3.3.2.5 availability of key staff resources dedicated to the project.

L.3.3.3 Section Two – Customer Service (5 pages maximum)

L.3.3.3.1 Discuss the customer service plan that will be in place for the project. This will include:

L.3.3.3.1.1 Marketing plan to promote the new program;

L.3.3.3.1.2 multiple channels for customer sign up;

L.3.3.3.1.4 Product warranties and recourse for customers in case of defective, malfunctioning or lost devices;

L.3.3.3.1.5 payment options; and

L.3.3.3.1.6 ease of reloading.

L.3.3.4 Section Three - Past Performance (5 pages maximum)

L.3.3.4.1 As noted in Section M, past performance is a key evaluation factor. By past performance, the District means the Offeror's record of conforming to specifications and to standards of good workmanship, forecasting and controlling costs; and adherence to contract schedules, including the administrative aspects of performance. The Offeror's reputation for reasonable and cooperative behavior and their commitment to customer satisfaction will be assessed, along with their business like concern for the interest of their customer.

L.3.3.4.2 Provide information regarding your last three contracts within the last five (5) years for the same or similar type service in terms of size and scope. You may submit more than three (3) if necessary to properly cover specialized areas of performance or because of the broad scope of the work. Sending in more than three that are all for the same type of work is unnecessary and discouraged. Provide the following information:

L.3.3.4.2.1 The name and address of the organization for which the services were performed; the name and current telephone number of the responsible technical representative of the organization; the contract number; the type of contract; and a brief description of the services provided, including the length of performance and the total dollar amount.

L.3.3.4.2.2 In addition, explain how the reference applies to this RFP's Statement of Work. DDOT/OCP personnel may use this information to contact representatives to obtain information regarding your performance.

L.3.3.4.2.3 Briefly explain how well you met the contract quality and schedule requirements.

L.3.3.4.2.4 List any contract under which you received either a cure notice or show cause letter, or that was terminated for default or for the convenience of the Government within the past five (5) years. Briefly explain the circumstances in each such instance.

L.3.3.4.2.5 DDOT/TOA personnel will evaluate the quality of the Offeror's past performance based on information provided by the Offeror, as well as other relevant past performance information obtained from other sources.

L.3.3.5 Section Four - User Cost Information (3 pages maximum)

L.3.3.5.1 Offerors shall provide specifics about their proposed cost model to include, but not be limited to, a discussion of user cost if any, including initial equipment cost, reload cost, transaction cost, if applicable.

L.3.3.6 Section Five - Operational Efficiency and Revenue Management (5 pages maximum)

L.3.3.6.1 Offerors shall provide specific details on back-end tools that will be available for assessing operational and revenue data on a real-time basis. This section must contain a discussion of the tools that will be available for program management staff. The eventual goal of the District is to have the capability of assessing real-time parking supply and demand for congestion pricing. This section needs to address how this technology will enable the District to achieve that goal. The system to the greatest extent possible must provide real-time revenue information.

L.3.4 PRICE PROPOSAL - COST OR PRICING DATA REQUIRED

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 fee (profit). Cost escalation assumptions in case that option years are exercised. See Attachment J.7 – Cost/Price Package. The Offeror shall sign and date the Cost/Price Certification form and submit it with his price proposal and use the instructions to prepare its cost or pricing data.

L.2.5 ORAL PRESENTATIONS

Offerors who are determined to be within the competitive range (See Section C.2 for definition.) by the CO may be requested to give an oral presentation of its offer to

members of the Proposal Evaluation Panel (PEP). 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 PEP in accordance with **SECTION M: EVALUATION FACTORS** of the solicitation.

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

L.8.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. on July 15, 2010. 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.8.1.1 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.8.1.2 The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- L.8.1.3 The proposal is the only proposal received.

L.8.2 Withdrawal or Modification of Proposals

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

L.8.3 Postmarks

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

L.8.4 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.8.5 Late Proposals

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

L.9 EXPLANATION TO PROSPECTIVE OFFERORS

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

L.10 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Jerry M. Carter, 2000 14th Street, N.W., Washington, D.C. 20009, 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 CO 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 CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.11.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the

data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.11.2 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.12 PROPOSALS WITH OPTION YEARS

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

L.13 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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.14 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.15 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.16 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.17 PROPOSAL COSTS

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

L.18 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 §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.19 CERTIFICATES OF INSURANCE

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

Contracting Officer:	Kathy Hatcher, Contracting Officer
Address:	2000 14 th Street, N.W. Washington, D.C. 20009
Telephone:	202-671-2270
Fax:	202-671-0664
Email:	kathy.hatcher@dc.gov

L.20 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, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.21 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to

submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.22 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.23.1 Name, address, telephone number and federal tax identification number of offeror;

L.23.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.23.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.24 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.25 GENERAL STANDARDS OF RESPONSIBILITY

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

L.26.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.27.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

- L.27.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.27.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

- L.27.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

- L.27.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

- L.27.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

- L.27.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS

M.1 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 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s

response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Technical proposals will be rated based upon the extent to which Offerors demonstrate, in clear and concise language, their experience, knowledge and understanding of issues relating to management, rehabilitation and maintenance of the assets covered by this RFP. Offerors shall refer to section L.2 of this RFP for instructions regarding the format of technical proposals. Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (75 Points Maximum)

M.3.1.1 TECHNICAL APPROACH (Maximum 30 points)

M.3.1.1.2 The extent to which Offerors provide a clear, concise, high probability for success work plan for meeting the following performance standards: This includes staffing, materials, and equipment, as well as work methods, functional efficiency and flexibility, and coordination with government agencies and other organizations.

M.3.1.1.3 The extent to which Offerors demonstrates that key staff resources have been dedicated to this project and that the resources have time available to respond to emergency conditions.

M.3.1.1.4 The extent to which assumptions and deviations made by the Offeror threaten the probability of success of the contract.

M.3.1.1.5 The extent to which Offerors have proposed viable solutions for resolving any technical uncertainties.

M.3.1.1.6 The potential impact of the approach on goals and objectives listed in Section C.4.3.

M.3.1.1.7 The extent to which the District finds the qualifications and experience of the proposed program manager to be adequate and relevant.

M.3.1.1.8 The extent to which the offeror has addressed the issues identified in L.3.2

M.3.1.1.9 The extent to which the offeror has defined a strong marketing campaign, a robust training program and a well defined QA/QC process.

M.3.1.2 CUSTOMER CONVENIENCE (Maximum 15 points)

M.3.1.2.1 The extent to which a robust marketing and outreach program is in place to attract customers to the new technology.

- M.3.1.2.2 The extent to which customers have multiple channels to sign-up.
- M.3.1.2.3 The extent to which customers have multiple channels available to access customer service .
- M.3.1.2.4 Extent to which customers have multiple channels to pay for parking and reloading.
- M.3.1.2.5 Extent to which system is intuitive and easy to use.
- M.3.1.2.6 Extent to which the devices can be used across jurisdictional boundaries.
- M.3.1.2.7 Delivery time to customers.
- M.3.1.2.7 Well defined warranties and opportunities to deal with malfunctioning or lost devices.

M.3.1.3 PAST PERFORMANCE (Maximum 10 points)

- M.3.1.3.1 The extent to which the Offeror possesses experience and past performance on design, installation, and operation of parking technology, as well as trouble-shooting and other major components of this effort.
- M.3.1.3.2 The relevance of past performance management experience examples provided by the Offeror.
- M.3.1.3.3 The quality of references provided by the identified contact personnel.
- M.3.1.3.4 Feedback from contact references on the Offeror’s performance on the project.

M.3.1.4 USER COST (maximum 10 points)

Proposals will be evaluated based on user costs

M.3.1.5 Operational Efficiency and Revenue Management (Maximum 10 points)

- M.3.1.4.2 The extent to which program management staff has access to robust back-end system that helps with data mining.
- M.3.1.4.3 The extent to which safeguard are in place to ensure that transactions are secure and seamless.
- M.3.1.4.4 Technical support for program and enforcement staff
- M.3.1.4.5 Provide managed service interface which will allow real-time view, by authorized program staff of all activity in DC on the IVPP.
- M.3.1.4.6 The extent to which the system provides real-time information that supports the District’s long-term vision of providing performance based parking rates.

M.3.2 PRICE CRITERION (25 Points Maximum)

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

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times 25 = \text{Evaluated price score}$$

Price of proposal being evaluated

M.4 EVALUATION OF OPTION YEARS

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

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES (CBE) (12 Points Maximum)

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.5.1.1 At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

M.5.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.5.2 Application of Preferences

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

- M.5.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 Preferences for Certified Joint Ventures

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

M.5.5 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.5.3All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5.6 Subcontracting Plan

If the prime contractor intends to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation which intends to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

M.5.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.5.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.5.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.5.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

M.5.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.5.6.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.5.6.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

M.5.6.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.5.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.5.7.1 The dollar amount of the contract or procurement;

M.5.7.2 A brief description of the goods procured or the services contracted for;

M.5.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.5.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.5.7.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.5.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and

M.5.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.

M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.5.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and

as approved by the contracting officer and the Director of DSLBD, and the CO determines the contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.5.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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