



REQUEST FOR TASK ORDER PROPOSAL (RFTOP)

The Office of Contracting and Procurement (OCP) on behalf of the District Department of Transportation, hereby submits this Request for Quotation for a contractor to provide all goods/services in accordance with the attached Statement of Work. Please submit your proposal for providing the services and price quotation to the attention of Ebony Elder, Office of Contracting and Procurement, District Department of Transportation, 2000 14th Street, NW, 6th Floor, Washington, DC 20009 by **4:00 p.m. on December 20, 2010**. Proposals may also be transmitted by email to Ebony.Elder@dc.gov.

1. SERVICES/SUPPLIES REQUIRED

The Government of the District of Columbia, District Office of Contracting and Procurement, on behalf of the District Department of Transportation (DDOT) is seeking the services of a contractor who is knowledgeable of the U.S. Department of Transportation's Intelligent Transportation Systems (ITS) Plan, the various components and requirements of that plan, and information systems technology. The contractor shall have specific knowledge of the commercial vehicle information systems and networks (CVISN) that support the commercial vehicle operations component of the Plan. The Contractor shall assist the DDOT in carrying out its missions to protect the District's highway system and ensure traveling public safety through regulation of the motor carrier industry, enforcement of state and federal commercial motor carrier laws, rules and regulations to include licenses and permits of commercial vehicles. In addition, the program establishes state, national and international commercial motor carrier regulatory policies on behalf of the District of Columbia. The program is responsible for the management of the Commercial Vehicle Information Systems and Networks (CVISN) program. The (CVISN) program is a key component of the Federal Motor Carrier Safety Administration's (FMCSA's) drive to improve commercial motor vehicle safety as referenced in the Introduction Guide to CVISN. Work shall be performed in accordance with the Scope of Work (SOW) attached hereto and such SOW shall be made a part of any resultant Purchase Order (PO) awarded to the successful offeror.

2. PURCHASE ORDER (PO) No.:

3. PERIOD OF PERFORMANCE/DELIVERY:

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

3.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

DDOT may extend the term of this contract for a period of two (2) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that DDOT will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires.

3.1.1 The preliminary notice does not commit DDOT 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.

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

3.1.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

4. MEASURE OF PAYMENT:

The District intends to award payments based on a fully loaded firm fixed price labor rate.

5. BASIS FOR AWARD:

5.1 The Contracting Officer will award the PO based upon the following criteria listed from the most to least important order of priority:

5.1.1 Firm-Fixed Unit Price;

5.1.2 Contractor's Qualifications:

5.1.2.1 The offeror's specialized experience and technical expertise;

5.1.2.1.1 have expert knowledge of Intelligent Transportation Systems (ITS), development, infrastructure, design and culture.

5.1.2.1.2 have knowledge of the CVISN program as it relates to ITS.

5.1.2.1.3 have knowledge of the CVISN protocols as described in the following documents;

5.1.2.1.4 Commercial Vehicle Information Systems and Networks (CVISN) System Design Description

5.1.2.1.5 *Commercial Vehicle Information Systems and Networks (CVISN) Operational and Architectural Compatibility Handbook (COACH)* (Attachment P)

5.1.2.2 The offeror's understanding of the Statement of Work and its ability to accomplish the Work in the Request for Task Order Proposals by the delivery date as demonstrated in his technical proposal, proposed personnel and resources.

5.1.2.3 The quality and demonstrated capability of key personnel. The experience and education of Staff member(s) to be assigned to the project; and

5.1.2.4 The extent to which personnel from the referenced projects are proposed on this project;

- 5.1.3 Contractor's past performance.
 - 5.1.3.1 The relevance of the past performance experience examples provided by the Offeror;
 - 5.1.3.2 The extent in which the Contractor's experience and past performance on the same or similar projects demonstrates likelihood of successfully performing all of the task set forth in section, 5.1 2.2; and
- 5.1.4 The quality of references provided by the identified contract personnel.

6. PROPOSAL PREPARATION

- 6.1 Offerors must submit information that demonstrates their ability to meet the requirements of the attached SOW.
- 6.2 Offeror shall submit a fully loaded firm fixed price labor rate.

7. CONTRACTING OFFICER (CO):

Contracts will be entered into and signed on behalf of the District only by Contracting Officers. The name, address and telephone number of the CO is:

*Kathy Hatcher
District Department of Transportation
Office of Contracting and Procurement
Address: 2000 14th Street, NW; 6th Floor
Telephone: (202) 671-2270*

8. AUTHORIZED CHANGES BY THE CO

- 8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- 8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

9. CO'S TECHNICAL REPRESENTATIVE (COTR):

9.1 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. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Eulois E. Cleckley
Title: Manager, Motor Carrier Program
Agency: Transportation Policy & Planning Admin.
Address: 2000 14th Street, NW, 7th Floor
Washington, DC 20009
Telephone: 202-671-0682

9.2 The COTR shall not have authority to make any changes in the specifications or SOW or terms and conditions of the contract/PO.

9.3 The Contractor may be held 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.

10. COMPENSATION AND PAYMENT:

10.1 For satisfactory performance and delivery of the services and deliverables set forth in the attached SOW, the contractor shall be paid in accordance with the price(s) specified in the contractor's Price Proposal.

10.2 The District will make payments in accordance with the terms of the PO upon the submission of a proper invoice less any discounts, allowances or adjustments provided for in the PO.

10.3 The District will pay the Contractor within 30 to 45 days after receiving a proper invoice from the Contractor.

11. INVOICE SUBMITTAL:

11.1 The contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the COTR specified in paragraph 6 of this RFQ. The address of the CFO is:

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

11.1 To constitute a proper invoice, the Contractor shall submit the following information:

- 11.1.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- 11.1.2** contract, formal agreement or PO and invoice numbers;
- 11.1.3** description, price, quantity (if supplies), service delivery date(s) and the percent of work actually performed;
- 11.1.4** other supporting documentation or information, as required by the CO or COTR;
- 11.1.5** name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 11.1.6** name, title, phone number of person preparing the invoice;
- 11.1.7** name, title, phone number and mailing address of person; and
- 11.1.8** authorized signature.

12. DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, dated 06/15/2010 issued by the U.S. Department of Labor in accordance with the Service Contract Act incorporated herein as Attachment D. The Contractor shall be bound by the wage rates for the term of the contract.

13. WAY TO WORK AMENDMENT ACT OF 2006

- 13.1** Except as described in.13.8 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.
- 13.2** 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.
- 13.3** 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 1contract no less than the current living wage rate.

- 13.4 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.
- 13.5 The Contractor shall provide a copy of the Fact Sheet (Attachment C) each employee and subContractor who performs services under the contract. The Contractor shall also post the Notice attached as Attachment C 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.
- 13.6 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.
- 13.7 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.*
- 13.8 The requirements of the Living Wage Act of 2006 do not apply to:
 - 13.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - 13.8.2 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;
 - 13.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - 13.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - 13.8.5 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;
 - 13.8.6 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;
 - 13.8.7 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;
 - 13.8.8 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));

- 13.8.9 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
- 13.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- 13.9 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

14. INSURANCE

The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed

- 14.1 Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
- 14.2 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- 14.3 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting

Officer with respect to the operations performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

- 14.4 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

14.1.1 Workers' Compensation Insurance.

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

- 14.1.2 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

- 14.1.3 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence, with the District of Columbia as an additional insured.

- 14.1.4 Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- 14.2. DURATION. Except as proved in 14, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- 14.2.1 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes

Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

14.2.2 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.

15. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

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

ATTACHMENT(S)

- A. Scope of Work
- B. Wage Determination No. (2005-2103, Revision 10, dated 06/15/2010).
- C. Living Wage Notice & Living Wage Act of 2006
- D. Federal Standard Contract Provision
- E. Federal EEO Compliance
- F. Tax Certification Affidavit
- G. Non-Collusion Affidavit
- H. Certification of Eligibility
- I. Certification Regarding Debarment, Suspension, Ineligibility and voluntary exclusion
- J. Disclosure of lobbying Activity (2 pages)
- K. Certification for Grants, Loans and Cooperative Agreements DDOT
- L. EEO Certification
- M. Payment to Sub-contractors and Suppliers Certificate
- N. Certification of Disadvantage Business Enterprise/sub contractor Information
- O. Commercial Vehicle Information Systems and Networks Operation and Architectural Compatibility Handbook:
<http://www.fmcsa.dot.gov/documents/cvisn/architecture/COACH-pt1-v4.pdf>
- P. Introduction Guide to CVISN:
<http://www.fmcsa.dot.gov/documents/CVISN/deployment/IntroductoryGuide2008-12-30r1.pdf>

ATTACHMENT “A”

SCOPE OF WORK

A. INTRODUCTION:

DDOT seeks a contractor to perform the services related to Intelligent Transportation Systems in coordination with the Commercial Vehicle Information Systems Network (CVISN) program. The contractor shall apply strong architectural, networking and application development skills to the analysis, design, and development of CVISN projects. This position is responsible for developing specifications, special provisions, contracts, plans and procedures for projects & programs regarding CVISN.

B. BACKGROUND:

The Motor Carrier Program protects the District's highway system and ensures the traveling public safety through regulation of the motor carrier industry, enforcement of state and federal commercial motor carrier laws, rules and regulations to include licenses and permits of commercial vehicles. In addition, the program establishes state, national and international commercial motor carrier regulatory policies on behalf of the District of Columbia. The program is responsible for the management of the Commercial Vehicle Information Systems and Networks (CVISN) program. The (CVISN) program is a key component of the Federal Motor Carrier Safety Administration's (FMCSA's) drive to improve commercial motor vehicle safety as referenced in the Introduction Guide to CVISNⁱ (Attachment Q). In addition, it supports the U.S. Department of Transportation's Intelligent Transportation Systems Commercial Vehicle Operations (ITS/CVO) which is an element of the DOT's Intelligent Transportation Systems Plan.

C. REQUIREMENTS:

The Contractor shall furnish all management, supervision, personnel, equipment, materials and supplies required to perform the following tasks:

- C.1 The contractor shall provide program guidance and support to DDOT by performing the following:
 - C.1.1 provide technical information and assistance to DDOT staff regarding the DOT's ITS Plan, the CVO and the ITS/CVISN project and how to integrate the ITS/CVISN into the other components of the CVO.
 - C.1.1.2 prepare project documents required by the FHWA.
 - C.1.1.3 prepare quarterly and final reports to the DDOT CVISN program manager. The reports must be prepared in accordance with the Federal Highway Administration and District Department of Transportation requirements.

- C.1.1.4 assist the DDOT with managing the program goals to achieve timely completion of approved state deployment milestones identified in the CVISN business plans.
- C.1.2 The contractor shall provide technical assistance with the CVISN program projects by performing the following:
 - C.1.2.1 identify legacy systems and applications that are located in multiple District agencies that can be used to provide the DDOT with the information required to populate the CVISN;
 - C.1.2.2 design, develop and program the needed interfaces between the identified systems; assist the COTR in monitoring the work activities of other contractors and consultants to ensure compliance with plans, specifications, and contracts; and
 - C.1.2.3 coordinate and resolve problems with agencies regarding CVISN programs.
- C.1.3 The contractor shall assist District personnel in developing the statements of work/specifications for formal solicitations (Requests for Proposals and Invitations for Bids) and small purchases for the procurement of data communications, hardware and software. .
 - C.1.3.1 The contractor shall assist the District personnel in researching and making cost-effective recommendations for the procurement of mid to large scale software and hardware infrastructures.
- C.1.4 The contractor shall assist in coordinating DDOT's efforts with other District agencies who are also stakeholders in federally sponsored programs to integrate nationally and unify commercial vehicle registration, permitting, and enforcement functions.
- C.1.5 The contractor shall perform the following administrative duties related to the CVISN program:
 - C.1.5.1 administrative details involved in CVISN activities including,
 - C.1.5.2 record keeping, contract administration, personnel record keeping, and other required reports and analyses, including statistical reports.
 - C.1.5.3 conducting regular analysis and monitoring of information and operational activities,
 - C.1.5.4 making recommendations and/or reporting trends requiring the attention of District agencies.

D. DISTRICT RESPONSIBILITIES:

The DDOT shall provide the following:

- D.1 Core CVISN Program Plan,
- D.1.1 Commercial Vehicle Information Systems and Networks (CVISN) System Design Description and the;
- D.1.2 Commercial Vehicle Information Systems and Networks (CVISN) Operational and Architectural Compatibility Handbook (COACH) .

E. DELIVERABLES:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Deliver to:	Due Date
0001	project documents as required by FHWA (C.1.1.2)	TBD	2 Hard copies Electronic copy	COTR and FHWA	TBD
0002	quarterly and final reports (C.1.1.3)	TBD	2 Hard copies Electronic copy	COTR	Quarterly
0003	CVISN Architecture Configuration Control Board meetings	TBD	N/A	N/A	TBA
0004	conference calls	TBD	Teleconference/phone	N/A	monthly
0005	progress reports	TBD	2 Hard copies Electronic copy	COTR	first business day of each month