

SOLICITATION, OFFER, AND AWARD			DC Heritage Trails		Page of Pages 1 47	
2. Contract Number		3. Solicitation Number DCKA-2011-R-0167		4. Type of Solicitation <input type="checkbox"/> BPA <input checked="" type="checkbox"/> Negotiated Bid (RFP)		5. Date Issued
7. Issued By District Department of Transportation Office of Contracting and Procurement 55 M Street SE, 7th Floor Washington, DC 20003			Code	8. Address Offer To (If other than line 7) District Department of Transportation Office of Contracting and Procurement 2000 - 14th Street, N. W. 3rd Floor Washington, DC 20009		
NOTE: In sealed bid solicitations "offer" and Offeror" means "bid" and "bidder"						
BLANKET PURCHASE AGREEMENT						
_____ Completed responses to this invitation should be forwarded to the:						
_____ The address on block no. 8 _____ until _____ 2:00 p.m. _____ local time _____ October 21, 2011 _____ (Hour) (Date)						
9. For Information Contact	A. Name Ebony Elder		B. Telephone (No Collect Calls) (Area Code) (Number) (Ext) 202 671-2278			C. E-mail Address Ebony.Elder@dc.gov
OFFER						
10. In compliance with the above, the undersigned agrees, if this offer is accepted, to _____ furnish any or all items and/or services at the prices contained herein.						
11. 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 %		
12. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			Amendment Number	Date	Amendment Number	Date
	Cell Phone	Pager	14. Name and Title of Person Authorized to Sign Offer/Contract			
15. Telephone (Area Code) (Number) (Ext)		16. Check if remittance address is different from above - enter such address in schedule <input type="checkbox"/>		17. Signature		18. Offer Date
AWARD (TO BE COMPLETED BY GOVERNMENT)						
19. Accepted as to Items Numbered			20. Amount			
			21. Submit Invoices Shown In (2 copies unless otherwise specified)			Item
22. Administered By		Phone	23. Payment Will be Made By			Phone 202-671-2300
			DDOT/OCFO, 2000 14th St., N.W., 6th Floor, Washington, D.C. 20009			
24. Name of Contracting Officer (Type or Print) Jerry M. Carter			25. Signature of Contracting Officer (District of Columbia)			26. Award Date
 Government of the District of Columbia			Office of Contracting & Procurement			DC OCP 200 (7-99)

SECTION B: SERVICES AND PRICE

- B.1 The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the District of Columbia Department of Transportation (DDOT), Planning Policy and Sustainability Administration (PPSA), hereinafter referred to as the District, Is seeking a contractor to:
- B.2 The District Government contemplates award of a firm-fixed price requirements contract for the services specified with payment based on fixed unit prices and performance benchmarks as set forth in Section B.3, PRICE SCHEDULE. Contractor shall provide all services, equipment, and material required by the District to accomplish the requirements of this contract.
- B.2.1 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.9. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from other source.
- B.2.2 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. The District reserves the right to increase or decrease the quantity specified by up to fifty percent (50%).
- B.2.3 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 60 days following expiration of the contract.

B.3 PRICE SCHEDULE

This section contains the price schedule that Offerors must return with their proposal. Failure to submit pricing for all contract line items (CLINS) may result in a proposal being deemed unresponsive.

B.3.1 BASE YEAR

AGGREGATE AWARD GROUP (CLINs 0001 THRU 0003)

Contract Line Item Nos. (CLINs)	Item Description	Unit Price	Estimated Quantity	Total Extended Price
0001	Historical Research (section C.6.1)	\$ _____	2	\$ _____
0002	Editing and Trail Layout (section C.6.2)	\$ _____	2	\$ _____
0003	Sign Design (section C.6.3)	\$ _____	4	\$ _____
Grand Total for B.3.1				\$ _____

B.3.2 OPTION YEAR ONE (1)

AGGREGATE AWARD GROUP (CLINs 0004 THRU 0006)

Contract Line Item Nos. (CLINs)	Item Description	Unit Price	Estimated Quantity	Total Extended Price
0004	Historical Research (section C.6.1)	\$_____	2	\$_____
0005	Editing and Trail Layout (section C.6.2)	\$_____	2	\$_____
0006	Sign Design (section C.6.3)	\$_____	4	\$_____
Grand Total for B.3.2				\$_____

B.3.3 OPTION YEAR TWO (2)

AGGREGATE AWARD GROUP (CLINs 0007 THRU 0009)

Contract Line Item Nos. (CLINs)	Item Description	Unit Price	Estimated Quantity	Total Extended Price
0007	Historical Research (section C.6.1)	\$ _____	2	\$ _____
0008	Editing and Trail Layout (section C.6.2)	\$ _____	2	\$ _____
0009	Sign Design (section C.6.3)	\$ _____	4	\$ _____
Grand Total for B.3.3				\$ _____

B.3.4 OPTION YEAR THREE (3)

AGGREGATE AWARD GROUP (CLINs 0010 THRU 0012)

Contract Line Item Nos. (CLINs)	Item Description	Unit Price	Estimated Quantity	Total Extended Price
0010	Historical Research (section C.6.1)	\$ _____	2	\$ _____
0011	Editing and Trail Layout (section C.6.2)	\$ _____	2	\$ _____
0012	Sign Design (section C.6.3)	\$ _____	4	\$ _____
Grand Total for B.3.4				\$ _____

B.3.5 OPTION YEAR FOUR (4)

AGGREGATE AWARD GROUP (CLINs 0013 THRU 0015)

Contract Line Item Nos. (CLINs)	Item Description	Unit Price	Estimated Quantity	Total Extended Price
0013	Historical Research (section C.6.1)	\$ _____	2	\$ _____
0014	Editing and Trail Layout (section C.6.2)	\$ _____	2	\$ _____
0015	Sign Design (section C.6.3)	\$ _____	4	\$ _____
Grand Total for B.3.5				\$ _____

B.3.6 OPTION YEAR FOUR (4)

AGGREGATE AWARD GROUP (CLINs 0016 THRU 0018)

Contract Line Item Nos. (CLINs)	Item Description	Unit Price	Estimated Quantity	Total Extended Price
0016	Historical Research (section C.6.1)	\$ _____	2	\$ _____
0017	Editing and Trail Layout (section C.6.2)	\$ _____	2	\$ _____
0018	Sign Design (section C.6.3)	\$ _____	4	\$ _____
Grand Total for B.3.6				\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The District Department of Transportation seeks a contractor to provide professional historic research; editing and trail layout and sign design for the development of historic trails throughout the District.

C.1.2 The District contemplates the award of a firm-fixed price requirements contract for the goods and services defined in section C.4 for a basic period of one (1) year.

C.2 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.

Number	Title	Date
1	General Provision, Federally Funder Agreements 2/19/1981, Attachment J.1	Revised 3/2/2001
2	Government of the District of Columbia's Standard Contract provisions for Supplies/Services Contracts, Attachment J.2	March 2007
3	Service Contract Act Wage Determination No.: 2005-2103, Revision 11, Attachment J.3	June 13, 2011

BACKGROUND

C.3 The Heritage Trails Program was created in 2001. Since this time it has successfully provided a unique mixture of services from trail development with community involvement to historical research and finally construction and installation of the trails signs. Currently, there are a total of 13 completed trails located in neighborhoods throughout the District of Columbia and an additional 4 trails in some state of completion. Each trail typically takes 12-18 months to complete and includes the installation of an average of 18 signs per trail. The fabrication and installation of these trails is carried out by a separate contract with a construction contractor.

C.4 REQUIREMENTS

C.4.1 Each trail typically takes a year or more to complete, and includes the installation of an average of roughly 15 signs per trail. There are a total of sixteen historic trails, either fully complete or in some state of completion that have been funded through Transportation Enhancements. For the purposes of clarity, they are listed below, in their current state. See Sections C.5 and C.6 below for descriptions of tangible deliverables included in each phase and expected deadlines for each phase.

1. Downtown
2. U Street
3. Barracks Row
4. Southwest
5. Adams Morgan
6. Shaw
7. Mt. Pleasant
8. Brightwood
9. Deanwood
10. Columbia Heights
11. Tenleytown
12. Georgia Avenue/Pleasant Plains
13. H Street, NE
14. Old Anacostia
15. LeDroit Park/Bloomington
16. Anacostia Riverwalk

This contract addresses work that will need to be done on the following trails:

- 1 Old Anacostia:
- 2 Anacostia River Trail
- 3 LeDroit Park/Bloomingle:ale:
- 4 Logan Circle:

C.5 SCOPE

C.5.1 This procurement does not address maintenance of existing trails, nor maintenance of any trails completed during the life of the contract. Work performed as a result of this contract, is to be addressed in a separate procurement.

C.5.2 The physical construction of these trails is carried out by a separate contract with a construction contractor. The work of the contractor on this project has included,

and will continue to include, both pre-construction and post-construction tasks. , The District requires only selected portions of work to be performed under this contract, as shown in the “Estimated Quantities” column of Section B.4, Price Schedule

C.5.3 The District does not contemplate the initiation of any new Federal Transportation Enhancement-funded trails during the life of this contract, other than the four listed here. The Contractor shall not initiate work on any other new or potential Federal Transportation Enhancement-funded trail without specific directive from the COTR.

C.5.4 The Contractor shall provide all management, supervision, personnel, equipment, materials, tools, supplies and all incidentals required to perform the following specific tasks:

C.6 WORK PHASING

C.6.1 Historical Research (CLIN 001)

Upon receipt of the Notice to Proceed, the contractor shall proceed to obtain historical information, seeking out photographs and other visual media relevant to the place and time in question, and obtaining copyright or other permission to use such materials in signage. Within 8 months of written COTR instruction to proceed with CLIN 001, the contractor shall deliver a draft manuscript outlining and describing research conducted and research selected for inclusion in the project. In the life of this RFP, the District anticipates completing CLIN 001 work on the following trails: Old Anacostia (19 signs) and LeDroit Park/ Bloomingdale (15 signs).

C.6.2 Editing and Trail Layout (CLIN 002)

Upon receipt of the Notice to Proceed, the contractor shall edit the manuscript with final fact-checking. The contractor shall edit all photographs and other visuals and confirm locations of trail signs. The contractor shall subsequently circulate an edited manuscript for review and comment by working group members and other interested parties. The contractor shall respond to comments, and make final edits. Within 4 months of written COTR instruction to proceed with CLIN 002, the contractor shall deliver a “final manuscript” as well as a hard copy version of the proposed trail layout to the COTR for inspection and acceptance. In the life of this contract, the District anticipates completing CLIN 002 work on the following trails: Old Anacostia (19 signs) and LeDroit Park/ Bloomingdale (15 signs).

C.6.3 Sign Design (CLIN 003)

Upon the written direction of the COTR to do so, the contractor shall employ the services of a professional graphics designer to produce final sign designs. The contractor shall present proofs of design to all stakeholders for comment. The design shall follow the design theme of the existing trails. Within 3 months of written COTR instruction to proceed with CLIN 003, the contractor shall deliver a layout with images of the proposed signage design for the trail in question. Upon COTR final approval of sign designs, the contractor shall transmit the designs to the fabricator for inclusion in the physical construction of the trail. In the life of this contract, the District anticipates completing CLIN 0003 work on the following trails: Old Anacostia (19 signs), LeDroit Park/ Bloomingdale (15 signs), Anacostia River Trail (6 signs) and Logan Circle (15 signs).

SECTION D: PACKAGING AND MARKING

N/A

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant 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.2)

SECTION F: DELIVERIES OR PERFORMANCE

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, with four (4) one (1) year option periods.

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-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

F.3.1 The contractor shall provide the COTR with written monthly reporting on progress achieved on all assigned tasks on a per-trail basis. Such reporting is mandatory and subject to the review of the COTR prior to approval of monthly invoicing.

F.3.2 The Contractor shall provide DDOT with documentation supporting all existing and new copyrights claims on brochures, sign faces, and other informational and image materials produced by the contractor in the performance of this contract.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Shelia Wallace, Account Payable
Address: 2000 14th Street ,NW 6th Fl
Washington DC 20009
Telephone: 202-671-2300

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2 Contract number and invoice number;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 **METHOD OF PAYMENT**

G.3.1 Each month the contractor may invoice the District for work completed, inspected and accepted by the COTR, not to exceed one twelfth of the total annual contract value, and subject to the approval described in section F.3.1 on deliverables.

G.4 **ASSIGNMENT OF CONTRACT PAYMENTS**

G.4.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 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.5 **THE QUICK PAYMENT CLAUSE**

G.5.1 Interest Penalties to Contractors

G.5.1.1 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.5.1.1.1 the 3rd day after the required payment date for meat or a meat product;

G.5.1.1.2 the 5th day after the required payment date for an agricultural commodity; or

- G.5.1.1.3 the 15th day after the required payment date for any other item.
- G.5.1.2 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.5.2 Payments to Subcontractors**
- G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:
- G.5.2.1.1 Pay the sub-contractor for the proportionate share of the total payment received from the District that is attributable to the sub-contractor for work performed under the contract; or
- G.5.2.1.2 Notify the District and the sub-contractor, in writing, of the Contractor's intention to withhold all or part of the sub-contractor's payment and state the reason for the nonpayment.
- G.5.2.2 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.5.2.2.1 the 3rd day after the required payment date for meat or a meat product;
- G.5.2.2.2 the 5th day after the required payment date for an agricultural commodity; or
- G.5.2.2.3 the 15th day after the required payment date for any other item.
- G.5.2.3 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.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.6 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 Contracting Officer is:

Name of Contracting Officer: Jerry M. Carter, Contracting Officer
Office of Contracting and Procurement,
District Department of Transportation
55 M Street, SE 7th floor
Washington, DC 20003

Telephone: 202-671-2288

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 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.8.1.1 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.8.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.8.1.3** 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.8.1.4** 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.8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the COTR is:

Colleen Hawkinson
Senior Transportation Planner
District Department of Transportation
55 M Street, SE Washington, DC 20003
202-671-2228
202-671-0617
Colleen.hawkinson@dc.gov

G.8.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.8.4 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.

G.9 ORDERING CLAUSE

G.9.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the COTR. Such orders may be issued during the term of this contract.

G.9.2 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.9.3 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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 11, dated June 13, 2011, 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.2 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.3 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.4 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.5 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.*

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, 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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material.

The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

including use at any District installation to which the computer may be transferred by the District;

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

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the 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

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required

Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

*Jerry Carter, Contracting Officer
55 M Street, SE, 7th Floor
Washington, DC 20003
202-671-2288*

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

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

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

I.13 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.*

SECTION J: ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

The following attachments and forms are incorporated as part of the contract resulting from this solicitation:

- J.1 General provisions (Federally Funded Agreements)

- J.2 Government of the District of Columbia's Standard Contract provisions for Supplies/Services Contracts, Attachment J.2
- J.3 Wage Determination No. (2005-2103, Revision 11, dated 06/13/2011)
- J.4 Federal EEO Compliance
- J.5 Tax Certification Affidavit
- J.6 Non-Collusion Affidavit
- J.7 Certification of Eligibility
- J.8 Certification regarding Debarment, Suspension, Ineligibility and Voluntary exclusions
- J.9 Disclosure of lobbying Activity (2 pages)
- J.10 Certification for Grants, Loans and Cooperative Agreements DDOT
- J.11 EEO Certification
- J.12 Payment to Sub-contractors and Suppliers Certificate
- J.13 Certification of Disadvantage Business Enterprise/sub contractor Information
- J.14 Participation by Disadvantaged Business Enterprise and Non-Disadvantaged Business Enterprise Firms
- J.15 Certification Disadvantaged Business Enterprise/Subcontractor (DBE and Non-DBE) Information

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);

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

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.5.

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;

- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. 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 a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original, five copies and one electronic (CD-ROM) copy 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-2011-R-0167"

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

L.3.1 Proposal Submission

Proposals must be submitted no later than the time and date specified in Section A.9. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 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.3.3 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.3.4 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.3.5 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.4 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 **14** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions

received less than **14** 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.5 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 Carter, 55 M Street, SE, Washington, DC 20003, 202-671-2288, 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.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 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.6.2 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.7 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.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §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.14 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:

*Jerry Carter, DDOT Contracting Officer
55 M Street, SE 7th Floor
202-671-2288*

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, 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.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals 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.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 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.17.3 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.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 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.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 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.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

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. 4 EVALUATION FACTORS

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

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

M.4.2 TECHNICAL FACTORS (100 Points)

NUMBER	EVALUATION FACTORS	POINTS
1	Understanding the Nature of the Services Requested	35
2	Project Management Approach	30
3	Past Performance	20
4	Price	15

M.4.2.1 Understanding the nature of the services requested (35 Points)

- M.4.2.1.1 Understanding the scope of work required;
- M.4.2.1.2 general organization and clarity of the proposal; and
- M.4.2.1.3 ability to insight new ideas from which District Department of Transportation could learn;

M.4.2.2 Project Management Approach (30 Points)

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

- M.4.2.2.1 The extent to which the project management approach addresses and assures realization of project objectives (This includes addressing all tasks set forth in Section C);

- M.4.2.2.2 number and type of expertise of staff available to be committed to the project and the allocation of time for key personnel;
- M.4.2.2.3 working arrangements with District Department of Transportation;
- M.4.2.2.4 accessibility for consultation between project manager and District Department of Transportation's staff; and
- M.4.2.2.5 the extent to which the Offeror provides staff with the experience and background in completing projects with similar requirements and outcomes.

M.4.3.4 **Past Performance (20 Points)**

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

- M.4.3.4.1 The extent to which the Offeror (and any subcontractors, as applicable) possess experience and past performance with providing the same or similar service of comparable magnitude;
- M.4.3.4.2 relevance of past performance management experience examples provided by the Offeror;
- M.4.3.4.3 quality of references reflecting previous work experience of the project manager and other key personnel;
- M.4.3.4.4 extent to which personnel from the reference projects are proposed on this project; and
- M.4.3.4.5 feedback from contact references on the Offeror's performance on the project. The level of client satisfaction with the final work product, ability to meet work schedule and responsiveness to client input.

M.4.4 **PRICE FACTOR (15 Points)**

- M.4.4.1 The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:
- M.4.4.2
$$\frac{\text{Lowest price proposal}}{\text{Price Proposal being evaluated}} \times 15 = \text{score of proposal being evaluated}$$

M.4.5 TOTAL (100 Points)

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.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.