

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption			Page of Pages			
			Advanced Traffic Management System			1	62		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
		<b>DCKA-2013-R-0132</b>		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		<b>07/08/13</b>		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By:				8. Address Offer to:					
District Department of Transportation				District Department of Transportation					
Contract Compliance division				Bid Room					
55 M Street, SE, suite 700				55 M Street, SE, 4th floor bid room					
Washington, D.C. 20003				Washington, D.C. 20009					
				Attn: Kirk Benson					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
<b>SOLICITATION</b>									
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>55 M STREET, SE</u> until <u>2:00 p.m.</u> local time <u>August 9, 2013</u>									
(Hour) (Date)									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact									
A. Name			B. Telephone			C. E-mail Address			
<b>Kirk Benson</b>			(Area Code)	(Number)	(Ext)	<a href="mailto:kirk.benson@dc.gov">kirk.benson@dc.gov</a>			
<b>202</b>			<b>671-2268</b>						
11. Table of Contents									
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.		
PART I - THE SCHEDULE				PART II CONTRACT CLAUSES					
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	38		
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	Specifications/Work Statement	3	X	J	List of Attachments	38		
x	D	Packaging and Marking	21	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	Inspection and Acceptance	22						
X	F	Deliveries or Performance	23	X	K	Representations, certifications and other statements of offerors	46		
X	G	Contract Administration Data	26	X	L	Instructions, conditions & notices to offerors	50		
X	H	Special Contract Requirements	31	X	M	Evaluation factors for award	59		
<b>OFFER</b>									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment <input type="checkbox"/>									
10 Calendar days %			20 Calendar days %			30 Calendar days %			___ Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number	Date	Amendment Number	Date		
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature				18. Offer Date	
(Area Code)	(Number)	(Ext)							
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>									
19. Accepted as to Items Numbered			20. Amount			21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date		
<b>Jerry Carter</b>									

**REQUEST FOR PROPOSALS (RFP)  
FOR SUPPLIES AND SERVICES**

**ADVANCED TRAFFIC MANAGEMENT SYSTEM**

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

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the District Department of Transportation (the “District”) is seeking a contractor to provide an Advanced Traffic Management System (ATMS) software application.

**B.2** The District contemplates award of a fixed price contract with fixed hourly rates (by labor category)

**B.3** [\[PRICE SCHEDULE\]](#) [\[COST SCHEDULE\]](#)

**CONTRACT PRICE SCHEDULE**

Contract Line Item No.	CapTop Module	Development Time	Price
0010	General Module		
0020	Database Module		
0030	Graphic User Interface Module		
0040	Configuration Module		
0050	Support Function Module		
0015	CCTV Module		
0016	Traffic Detection (TDS/PCS/Traffic.Com, SpeedInfo, CIPS/ROP) Module		
0017	Congestion Alerts		
0018	DMS and PDMS Module		
0019	HAR Module		
0020	Traffic Signal Interface Module		
0021	Incident Management Module/Evacuation Module		
0022	Interfaces to Other Systems/Applications Module		
0023	Regional C2C Module		
1010	Option Year 1		
2010	Option Year 2		
3010	Option Year 3		

Development Cost				
Task Number	Employees	Hourly Cost	Hours	Total Cost
0010	Vice President			
	Senior Principle			
	Project Manager			
	Senior Employee 1			
	Senior Employee 2			
	Employee 1			
	Employee 2			
	Others			
	Adminstration Assistant			
0020	Senior Principle			
	Project Manager			
	Senior Employee 1			
	Senior Employee 2			
	Employee 1			
	Employee 2			
	Others			
	Adminstration Assistant			

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For this contract, no mandatory dollar volume threshold is mandated. Subcontracting goals shall be assessed and subcontracts administered in accordance with section H.9.1.

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

DDOT is seeking a contractor to provide an Advanced Traffic Management System software application. Referred to as the Capital Traffic Operation Platform (CapTOP) ATMS, this application will allow DDOT to operate its Intelligent Transportation Systems (ITS) infrastructure in a more efficient manner as well as exchange information with other District of Columbia departments and with traffic management staff in neighboring jurisdictions. The CapTOP Functional Requirements Document (FRD) has more detailed information regarding this application and is provided as an appendix to this document.

**C.2 APPLICABLE STANDARDS/GUIDELINES/ARCHITECTURE**

The following documents are applicable to this procurement and are hereby incorporated by this reference:

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
1	Architecture	Metropolitan Washington Area ITS Architecture Interconnect Matrix,	July 17, 2007
2	Architecture	District of Columbia ITS Architecture ( <a href="http://www.consystem.com/ddot/web/files/projectdocs/DCDOT ITS Architecture-V1.pdf">http://www.consystem.com/ddot/web/files/projectdocs/DCDOT ITS Architecture-V1.pdf</a> )	June 1, 2011
3	Standard	1101 - NTCIP Simple Transportation Management Framework (STMF)	7/20/2004
4	Standard	1201 - NTCIP Global Object (GO) Definitions	3/30/2011
5	Standard	1202 - NTCIP Object Definitions for ASC	1/30/2007
6	Standard	1203 - NTCIP Object Definitions for Dynamic Message Signs (DMS)	8/15/2012
7	Standard	1204 - NTCIP Environmental Sensor Station Interface Standard	11/12/2009
8	Standard	1205 - NTCIP Objects for CCTV Camera Control	7/12/2005
9	Standard	1206 - NTCIP Object Definitions for Data Collection	12/19/2006

10	Standard	1209 - NTCIP Object Definitions for Transportation Sensor Systems (TSS)	4/21/2011
11	Standard	1210 - NTCIP Objects for Signal System Masters	10/14/2010
12	Standard	2104 - NTCIP SP-Ethernet	2/9/2006
13	Standard	2306 - Application Profile for XML in ITS Center to Center	11/30/2009
14	Reference	CapTOP Phase 1: Software Functional Requirements Development Task 2: Concept of Operations	October 10, 2008
15	Reference	CapTOP Phase 1: Software Functional Requirements Development Task 3: Operational Requirements Document	March 18, 2009

### C.3 DEFINITIONS

These terms when used in this RFP and attachments have the following meanings:

1. **Archive** – a collection of historical records stored in a separate location.
2. **Archiving** – the process of removing selected data records from active databases and storing them in an archive database. The archive database makes historical information that is normally purged from the system, available for longer time periods.
3. **Backup Database** – a copy (e.g., .bck file) of portions of the master database stored on backup media, and typically transaction log-based.
4. **Business Database** – a logical copy of the master database.
5. **CIP Systems** – Critical Infrastructure Protection Systems (CIPS) is comprised of intelligent video systems (also known as “Smart Cameras”) which use video analytics technology to detect stopped vehicles, pedestrians, packages, etc. in areas near critical infrastructure.
6. **Data Mining** – data processing using sophisticated data search capabilities and statistical algorithms to discover patterns and correlations in data. Also involves the process of sorting through large amounts of data and picking out relevant information.
7. **External Agencies** – these are any agencies, outside of DDOT, including other agencies within the District of Columbia and surrounding areas, including the following:

July 2013

- a. Maryland State Highway Administration (MD SHA);
  - b. Virginia Department of Transportation (VDOT);
  - c. Maryland Department of Transportation (MDOT);
  - d. Montgomery County Department of Public Works & Transportation;
  - e. Prince George's County Department of Public Works & Transportation;
  - f. DC Unified Command Center (UCC);
  - g. DC Public Safety;
  - h. National Capital Region (NCR) Emergency Response;
  - i. Metropolitan Washington Council of Governments (MWCOG);
  - j. University of Maryland (UMD) Center for Advanced Transportation Technology (CATT);
  - k. DC Department of Public Works (DC DPW);
  - l. DC Water and Sewer Authority (DC WASA);
  - m. National Warning System (NAWAS);
  - n. Washington Metropolitan Area Transit Authority (WMATA);
  - o. DC Homeland Security and Emergency Management Agency (HSEMA);
  - p. DC Metropolitan Police Department (DC MPD);
  - q. United States Capitol Police (USCP).
8. **Geocoding** – the process of finding associated geographic coordinates (often expressed as latitude and longitude) from other geographic data, such as street addresses, ZIP codes, landmarks, hyperfills, buildings, areas, etc. With geographic coordinates the features can be mapped and entered into a GIS, or the coordinates can be embedded into media such as digital photographs via geotagging.

Reverse Geocoding is the opposite: finding an associated textual location such as a street address, from geographic coordinates.<sup>1</sup>

A **geocoder** is a piece of software or a (web) service that helps in this process

9. **Incident** – for this document, the definition of an incident is defined to be consistent with the *Traffic Incident Management Handbook* which defines an incident as "any non-recurring event that causes a reduction of roadway capacity or an abnormal increase in demand." Under this definition, events such as traffic crashes, disabled vehicles, spilled cargo, highway maintenance and reconstruction projects, and special events (e.g., ball games, concerts, or any other event that significantly affects roadway operations) are classified as an incident.
10. **Incident Classification** – for this document, the term incident classification is used to identify a process used internally by the incident management subsystem to classify incidents based on their location, incident type, incident subtype, and severity. The classification results in an internal code that is not something useful for the operator, but is used by the incident management subsystem to lookup the most appropriate response plan.
11. **Intelligent Transportation Systems (ITS) Devices** – for this document, "ITS Devices" include devices such as, closed-circuit television (CCTV) cameras, Dynamic Message Signs (DMS), Portable Dynamic Message Signs (PDMS), Highway Advisory Radios (HAR), Roadway Weather Information Systems (RWIS), traffic detection stations, permanent count stations, and traffic signals.

July 2013

12. **Intelligent Video Systems** – these are video-based systems that use image processing, video analytics, and other technologies to detect abnormal or suspicious behaviors, such as stopped vehicles, loitering pedestrians, unattended packages, etc.
13. **Master Database** – the primary database used to store CapTOP data.
14. **Mirrored Database** – a copy of the master database stored on a backup server.
15. **Permanent Count Station** – a DDOT-owned traffic monitoring station that collects traffic speed, volume, occupancy, and classification data.
16. **Release** – a specific version of executable software components intended to work together that are presented to DDOT as candidate software for being placed into operation to replace the currently operating versions.
17. **SCADA** – Supervisory Control and Data Acquisition (SCADA) are systems and applications that collect data from sensors and machines in remote locations and send them to a central computer for management and control. An example SCADA is DDOT's tunnel ventilation and control system.
18. **Traffic Detection Station** – unless noted otherwise, a DDOT-owned traffic monitoring station that collects traffic speed, volume, and occupancy data.
19. **User** – a generic term used to denote the users of the CapTOP system. A user is assigned by the System Administrator to one or more of the following groups, each with varying privilege levels:
  - a. External User;
  - b. Maintenance Manager;
  - c. Maintenance Technician;
  - d. ROP Driver;
  - e. ROP Manager;
  - f. System Administrator;
  - g. TMC Manager;
  - h. TMC Operator;
  - i. Transportation Planner;
  - j. Traffic Engineer.

## C.4 BACKGROUND

The District of Columbia is a place of international importance. It is visited by dignitaries, tourists and transient residents from all nations and their experiences here shape their picture of the United States of America. In addition, the District is a place where millions of Americans live and work every day, just like any other city. DDOT must meet the challenge of being at once an international community, the home of the Federal Government, an important business hub and a home to hundreds of thousands of residents. This diversity is what makes the District unique among cities.

July 2013

Intelligent Transportation Systems (ITS) are a critical means to meeting the challenges of managing the transportation system in the nation's capital. With over 1600 traffic signals, 68,000 street lights, 16,000 parking meters, 271 miles of communications cable, four operations centers and many other ITS assets, DDOT has an intensity of ITS deployment equal to a city of its size and complexity. In addition, the array of rail, bus, biking and pedestrian facilities are of equal importance to managing traffic in the District. With over 1500 miles of road, only 31 of which are Interstates, freeways or parkways; DDOT's system is primarily urban arterial in nature, with a few major freeway corridors of regional and local importance. A majority of travelers in the District on any given day are commuters from neighboring states and a high percentage enter via transit rather than personal vehicles.

There is an existing ITS infrastructure managed by the District Department of Transportation (DDOT). This infrastructure is anticipated to grow with the deployment of new field ITS devices and communications to support all the existing programs in place now, currently programmed projects, and developing additional needs. A depiction of the existing and programmed projects is organized below within the following categories:

- Traffic Management
- Transit
- Non-Motorized Modes (bikes, pedestrian)
- Information Sharing
- Safety/Security
- Goods Movement
- Performance Monitoring

The foundation of DDOT's current communications infrastructure is 271 miles of twisted-pair copper cable. Most of the cable is greater than 25 years old and it resides in duct that in some cases is older than 100 years old with many collapsed sections. This combination of age and harsh environment has decreased the reliability of the plant. The system is augmented with some last mile wireless links, cellular and GPRS communications, and center-to-center connections that are provided by the Office of the Chief Technology Officer (OCTO). There are several projects in design and implementation that will place additional edge device demand building onto the existing system, but there are capacity issues on the twisted-pair as the system is expanded and new ITS technologies are added. The twisted-pair cable connects the majority of the DDOT's ITS devices and signalized intersections using a combination of point-to-multipoint serial and Ethernet-over-Digital Subscriber Line (DSL) technologies.

DDOT has multiple operations centers that serve different purposes. The Reeves Center Municipal Office Building on 14th and U Street is the main communications and central hardware hub for DDOT's copper network and the former site of the main TMC on the second floor. The TMC has a video wall in the control center and two server rooms which house the racks and servers for all ITS subsystems. The building also houses a Snow Management Center on the 6th floor, which has a small video wall (4 monitors), 10 workstations that have connections to QuicNet Server, a Creston and Core Switch and 2 racks.

The primary control center is located at the Homeland Security and Emergency Management Agency (HSEMA) at 2720 Martin Luther King Jr. Ave SE. This location is staffed by multiple agencies with representatives from DDOT, Metro Police, Schools, and HSEMA. The control center at HSEMA currently has a 100mb bandwidth fiber connection to the Reeve's center.

The 3rd Street Tunnel and Air Rights Tunnel are monitored by contract staff at the DDOT Tunnel Control Room at the Department of Labor building at 200 Constitution Ave NW. Other control centers include the Special Operations Center (SOC) at 3rd Street and Indiana Ave, NW Emergency Management Agency (EMA) Room and Signal System Room at 55 M Street, SE. All communications between these centers are via T-1 links furnished by DC NET.

DDOT operates a Roadway Operations Patrol (ROP), which responds to traffic incidents and emergencies on the District's roadways. It currently consists of 10 employees working three shifts per day to provide 24/7 coverage in the city.

According to the 2011 DDOT Annual Report, during FY 2011, ROP vehicles were dispatched over 5,500 times: 44 percent of the incidents involved disabled vehicles, 27 percent involved minor crashes, and 8 percent involved traffic control. The other 20 percent of the time the team responded to incidents such as pedestrian injuries, abandoned vehicles, and special events.

The District has over 1600 traffic signals interconnected by twisted-pair cable. The following is a breakdown of signal system components.

- 1611 existing signals
- 190 signals under construction (new and modified), 40 signals under design (new and modified)
- 154 school flashers
- 22 detection cabinets and 416 communications termination cabinets
- Battery back-up and UPS at 123 critical intersections

A signal optimization program has begun which initially includes 500 signalized intersections throughout the District, but which eventually will retime all 1600+ signals over five years. The program will focus on reducing pedestrian and vehicular traffic delays, reducing traffic congestion and vehicular traffic emissions. The signals run on a customized McCain QuicNet platform. A current upgrade to QuicNet Pro is underway, which is needed to support the conversion from RS-232 to IP based communications. The traffic signal cabinets and controllers are being upgraded to support IP over DSL technology as part of this upgrade.

The District operates a number of reversible lanes to manage peak period traffic. Some of these are manual (Rock Creek Parkway) and some are managed using text-based blank out signs in conjunction with static signs (the center two lanes on Connecticut Avenue). One of these locations with dynamic displays is on Clara Barton Parkway/Canal Road. The dynamic lane indications on this route are controlled from traffic signal controllers on a time of day clock. The desire has been expressed to have more real-time control over these reversible lanes.

In the District there are several types of vehicle detection and also bicycle detection. SpeedInfo Radar vehicle detection is deployed in 47 locations, there are 15 Traffic.com sites that use Remote Traffic Microwave Sensor (RTMS) technology and Inrix probe technology detection is available on I-395/I-295 and collects travel times.

In 2010 and 2011, 142 Sensys vehicle detection stations were installed throughout the District to collect traffic volume, speed, and occupancy data, twenty of which were funded via a homeland security grant for regional evacuation and traffic monitoring management.

July 2013

There are also 4 over-height detection device locations associated with the Tunnel Operations System.

The vehicle detection devices are connected to a DSL Modem at the cabinet then data are transmitted via twisted-pair cable back to DDOT TMC to DSL Modem to the Core Switch. A sample of the vehicle detection devices are currently integrated with current version of CapTop. Citywide Installation of permanent Traffic Count Stations Project is nearing completion as the communication to the TMC and the power feeds are being finalized. Under this project 34 permanent traffic count stations are being installed at critical locations across the District. Five different technologies will be implemented to collect the traffic data; loops, acoustic, microwave, infrared, and video detection.

The District has 43 PDMS units that are utilized to sign work zones, special events, and incidents. These portable signs are controlled through the use of a commercially purchased field-to-central wireless links. There are also two permanently installed DMS units on I-295 near the southern border with Maryland, one facing northbound and one facing southbound. There is currently no communications to these signs.

Designs for 11 new DMS' are in the final review stages. The 11 new DMS will be placed at 9 critical locations for the DDOT traffic operations, emergency evacuation and incident management. The two freeway locations will have a DMS sign in each direction of travel. DDOT Traffic Management Center will be the control station for the new DMS units. Three of these will be connected via a combination of last-mile 900 MHz wireless and twisted pair; the remaining eight will be cellular. Also as part of this project, DDOT is establishing communications to the two existing permanent signs.

Currently there are 136 existing CCTV cameras of which 15 were installed in 2011 as part of an IP CCTV pilot project. The 15 CCTV pilot project represents the beginning of a migration from an analog CCTV/IP digital transport/analog management and display environment, to an IP CCTV/end to end digital transport, management, and display environment.

There are also 77 MPD CCTV cameras, 50 red-light cameras and 19 speed enforcement cameras.

For the 121 analog CCTVs of the 136 existing units, analog video is encoded in the field for digital transmission over twisted pair via DSL. At the TMC, they are decoded for analog video distribution locally and for sharing with TrafficLand. For sharing with other centers, the video is generally re-encoded for Ethernet communications over the DC NET network. The 121 existing analog CCTV units use Moving Picture Experts Group (MPEG)-2 encoders and the 15 newer IP cameras use MPEG-4 format video.

HSEMA accesses tunnel video via the DDOT TMC at the Reeves Center over the OCTO connection between centers. HSEMA also records all feeds for the MPD on a recording server at the Reeves Center. All recording of tunnel video takes place locally at the tunnel.

DDOT manages 17,000 metered curbside spaces, of which 12,000 spaces are controlled by non-communicating single space meters and 5,000 spaces controlled by networked single space or multispace meters. There is a plan is to increase to that number to more than 20,000 metered curbside spaces and have some form of intelligence at all meters. Currently no meters have occupancy monitoring. It is desired to add this functionality in the future. In July of 2011 DDOT

July 2013

launched a citywide program with a service provider called Parkmobile that is in the process of allowing users to use a cell phone or mobile app to pay for parking at all 17,000 on-street spaces. DDOT estimates that 40% of all paid metered parking is currently paid by cell. DDOT is currently in the process of bringing on board a parking service provider to manage and continue to modernize its parking assets. As part of that effort, an ongoing technology review and dynamic pricing effort is underway.

The District does not own or operate any parking garages; all are owned privately.

The element of ITS infrastructure that ties everything together is communications. The quality, type, and distribution of communication infrastructure will have profound impacts on the Department's ability to expand its current ITS applications and/or deploy new applications.

The Department also uses higher bandwidth, Internet Protocol (IP) Ethernet connections provided by the Office of the Chief Technology Officer (OCTO) via their DC-NET 2.0 network for Center to Center (C2C) connections as well as the DDOT enterprise network for connections within DDOT facilities.

The twisted pair communications plant is DDOT's main communications backbone. There are 271 miles in DDOT's ownership, primarily installed in underground ductbanks and standalone conduits. The trunk cables and portions of the distribution and feeder cable networks are typically collocated in a multiuse duct bank that is owned and managed by Pepco, the regional power provider. The multiuse duct varies widely in age with some segments of duct being over 100 years old to others being newly installed. Similarly, some of the DDOT conduit is newly installed while other segments are collapsed. The twisted pair backbone is used for both analog (FSK) and digital (IP over DSL) transport. It is structured in a trunk/distribution/feeder topology with intermediate repeater nodes on some DSL circuits. Analog circuits are point to multi-point. Digital circuits are point to point. While there have been replacements and expansion segments, the majority of the plant is over 25 years old.

The Department's two largest ITS subsystems—the computerized traffic signal system and the traffic CCTV surveillance system—rely primarily on the twisted pair network. The signal system uses multi-drop RS-232/analog FSK communications channels radiating in a star architecture from the Reeves Center. The CCTV surveillance system uses a series of “homerun” DSL circuits that create an Ethernet connection to transport MPEG-2 and MPEG-4 digital video encoded from analog National Television System Committee (NTSC) cameras and generated by digital cameras to the DDOT TMC at the Reeves Center, where it is viewed and redistributed to other centers and users. Repeaters are used as needed to transport the DSL signal across lengths of twisted pair.

Currently, the Department is exploring increased use of IP/Ethernet communications via DSL technologies over the twisted pair copper communications network for additional applications.

To provide “last mile” connectivity to the twisted pair copper network, the Department is utilizing unlicensed, spread spectrum, 900 Mhz Ethernet radios. This “near line of sight” technology is useful for shorter haul links that are lower in bandwidth demand. Currently, the Department is using this communication approach for 4 of the 11 DMS units that are currently under construction.

July 2013

While the vast majority of ITS and signal system edge devices in the DDOT network communicate via the twisted pair communications network, several subsystems use commercial wireless connections including "3G" digital cellular modems. Seven of 11 DMS units are utilizing this technology along with the 6 RWIS stations.

In addition to the field-to-center links described above, the Department center to center (C2C) high bandwidth connections are made on a broadband network owned and administered by the District via the Office of the Chief Technology Officer (OCTO). Currently, a 100 MB connection is provided between the TMC at the Reeves center and HSEMA.

The Washington metropolitan region is heavily dependent on transit service for mobility. The District continues to meet demands for high-quality service through the operation of the Circulator local bus service, financial and technical support for WMATA, and the design and construction of the first phases (2.75 miles) of what will be a 37-mile streetcar system. In addition to transit, the pedestrian and bicycle travel is also essential to the District.

The District is working hard to improve bicycle and pedestrian mobility. This includes the construction and maintenance of multi-use trails such as the Anacostia Riverwalk and Oxon Run Trails, dedicated bike lanes, shared use lanes and bike sharing programs.

There are currently 51 miles of bike lanes in the city. Dedicated bicycle lanes are demarcated pathways on a roadway reserved exclusively for bicycles. In addition, DDOT has created more than three miles of shared lanes throughout the city. Shared lanes are placed on roadways that are too narrow for separated motor vehicle and bicycle lanes and serve to remind motorists that they must share the road with cyclists, and instruct cyclists on proper lane positioning. In February 2010 a Transportation Investments Generating Economic Recovery (TIGER) grant of \$58.8 million was awarded to the Transportation Planning Board Priority Bus Transit in the National Capital Region. DDOT was one of the recipient "Project Owners" along with the City of Alexandria, Virginia; Maryland Department of Transportation (MDOT); Potomac and Rappahannock Transportation Commission (PRTC); and the Washington Metropolitan Area Transit Authority (WMATA). The Priority Bus Transit project will provide the infrastructure for more efficient bus service along the 13 transit corridors in Virginia, Maryland and Washington, DC. The project will improve the efficiency of the corridors by investing in a bus transit-way, replacement buses, bus-only lanes, queue jump lanes, transit signal priority technology, traffic signal management technology, bulb outs, real-time arrival technology, and other enhancements.

The TIGER Bus Priority Corridor Enhancements project for DDOT consists of six corridors: 16th St, Georgia Avenue, H Street/Benning Road, Wisconsin Avenue, Theodore Roosevelt Bridge, and 14 St Corridors within the District. This project will implement transit signal priority (TSP) for 93 intersections and over 125 buses within five major corridors to reduce bus delays at the traffic signals and improve bus running. Over 200 traffic signals will also be optimized leading to the downtown core in order to improve bus movement and UPS devices will be installed at 25 critical locations. This project began in early 2011 and should be completed by mid-2015.

The District is currently constructing the first streetcar since the last streetcar service ended in the District 50 years ago. The H Street/Benning Road streetcar line is a surface fixed guideway transit line that includes electrically powered streetcar vehicles operating along tracks located within the existing street and travel lanes. The project will connect Union Station to the H Street

July 2013

NE Business District west of Oklahoma Avenue NE. The corridor is scheduled to be operational by the summer of 2013.

There is an independent streetcar operations facility at H Street and Benning Road. The District has received a TIGER grant to install video surveillance on the proposed corridor. A TIGER grant has also been awarded for providing real-time info into bus shelters.

In addition to its own internal programs, DDOT is an active participant in regional transportation operations. To that end, DDOT has a public-facing information portals but equally importantly it feeds data to regional operations clearinghouses. This section lists several of the areas where DDOT is active in regional information sharing and performance monitoring.

The goDCgo ([www.godcgo.com](http://www.godcgo.com)) program focuses on the reduction of single-occupant vehicle travel and promotes the use of more sustainable modes of transportation, such as bicycling, walking, carpooling, vanpooling and using public transit. The website gives travel options for getting into and around the city on these alternatives to driving alone.

The DC Circulator ([www.dccirculator.com](http://www.dccirculator.com)) bus service is a public-private partnership managed by DDOT, WMATA and DC Surface Transit, Inc. that provides low cost (\$1), short headway (buses every 10 minutes) public transportation. The website provides all manner of static information regarding bus routes and rider information. There is also a mobile app that provides real-time bus arrival information for travelers.

The Metropolitan Area Transportation Operations Coordination (MATOC) Program is a partnership between DDOT, VDOT and MDSHA that promotes regional information sharing, planning, and coordination. It integrates real-time data from each of these agencies' traffic management systems (i.e., CapTOP for DDOT) into a single consolidated view of the Washington DC region that is then redistributed to the member agencies. It includes an operations center with operators that facilitate information sharing across state lines, particularly for traffic-related events impacting more than one jurisdiction. The software platform it uses is the Regional Integrated Transportation Information System (RITIS), which is an automated data sharing, dissemination, and archiving system operated at the University of Maryland. (<https://www.ritis.org>).

The District Department of Transportation (DDOT) will acquire a Capital Traffic Operation Platform (CapTOP) system capable of interfacing with all its field devices and traffic software programs. The District of Columbia (DC) currently operates approximately 1600 signalized intersections, 135 CCTV cameras, six highway advisory radios (HAR), six roadway weather information systems (RWIS), 110 portable dynamic message signs (DMS), 13 fixed DMS, 50 speed detectors, 15 roadway traffic monitoring system (RTMS) detectors, 30 permanent count stations, and 122 traffic detection stations. Some of the field devices are currently communicating to the Traffic Management Center (TMC) through different vendor software programs and various communication protocols (NTCIP, HTTP, XML, etc.). DDOT is seeking a platform that will support not only the existing systems but have the capability, flexibility, and a capacity to operate with, control, and otherwise manage any future traffic-related devices and software.

## **C.5 REQUIREMENTS**

The work to be performed under contract is described in the Scope of Work below.

### **C.5.1 - PROJECT MANAGEMENT**

The CONTRACTOR shall hold bi-weekly status meetings that shall include the preparation of various documents including agendas, status reports, schedule updates, and meeting minutes. The CONTRACTOR shall also hold bi-monthly project review meetings to provide complete review of progress along with a forum for demonstration of progress and resolution of technical issues. Status meetings may be held at DDOT offices, elsewhere in Washington, DC, or via teleconference. Bi-monthly review meetings must be held at DDOT offices and include a demonstration of the current software version under development, if any. All travel, meeting attendance, meeting materials and demonstration hardware shall be included. Full compensation for Project Management during each task will be included in the payment for that task.

#### **C.5.1.1 - PROJECT SCHEDULE**

The CONTRACTOR shall prepare and maintain a detailed schedule in the latest version of Microsoft Project for the duration of the project's life cycle, including tracking all changes and modifications to the schedule. The schedule shall be submitted along with the monthly invoices to DDOT. At a minimum the schedule shall include detailed tasks; project start and end dates; deliverables and deliverable date; percent complete for each task; task dependencies; and critical path. These elements shall be maintained throughout the project. The CONTRACTOR shall also maintain a summarized version of the schedule similar to the schedule that was included in the proposal. The major milestones and deliverable dates shall also be shown in the schedule and provided in a separate document.

#### **C.5.1.2 - PROJECT REVISIONS**

When the CONTRACTOR and the DDOT Project Manager agree that a change in the Scope of Work is needed, the CONTRACTOR shall provide supporting material and prepare proposed Scope of Work revisions, cost estimates, and time schedules as requested as part of negotiation of a work amendment.

#### **C.5.1.3 - CONFIGURATION MANAGEMENT**

The CONTRACTOR shall keep version control of all software, documents, and other deliverables submitted to DDOT and other stakeholders and shall archive the old version of all released documents. Upon request, the CONTRACTOR shall provide electronic or paper copy of the requested deliverable. Use of document control systems is mandatory.

At the commencement of the project, the CONTRACTOR shall prepare a configuration management plan for all system components for which the CONTRACTOR is responsible. This will include software, configuration made to devices and equipment, and documents and deliverables that were prepared by the CONTRACTOR prior to formal system acceptance by DDOT. The plan must identify the work items which require documentation, the form of documentation including tools to be used, change control procedures, change notification and recording procedures, and software data management procedures. A draft configuration management plan shall be submitted for review by DDOT and other involved parties, followed by a final version addressing all comments to the satisfaction of the DDOT Project Manager or representative. As the project moves on, the CONTRACTOR shall follow the approved

July 2013

Configuration Management Plan and maintain related documentation of the components for which the CONTRACTOR is responsible.

At a minimum, the plan shall address documentation of all deliverables and the following work items:

- System testing and acceptance testing support;
- Software version listing and features added/deleted since last version
- Device/equipment configuration settings
- Documentation tool listing
- Change Control Procedures; and
- Software Data Management Procedures.

**Deliverables:**

- An agenda for each bi-weekly meeting, submitted 3 calendar days prior to the meeting.
- Draft minutes for each bi-weekly meeting, submitted for review 3 working days after the meeting.
- An agenda for each bi-monthly review meeting, submitted 7 calendar days prior to the meeting.
- Draft minutes for each bi-monthly review meeting, submitted for review 3 working days after the meeting.
- Monthly invoice, progress report and schedule. Progress report to include significant work performed since the previous report; the state of completion of each task; outstanding issues and significant potential problems that are having, or may have, an impact on the project; and prior issues and problems that have been resolved.
- Configuration Management Plan (Draft and Final)

**C.5.2 - EVALUATION OF EXISTING SYSTEM & FUNCTIONAL REQUIREMENTS**

Prior to commencing the Implementation Preparation task, the CONTRACTOR shall review all available documentation on DDOT's existing systems and vision for the CapTOP ATMS system, each of which is attached to this RFP. These documents include:

- CapTOP ATMS Concept of Operations (CONOPS, October 2008)
- CapTOP ATMS Operational Requirements Document (ORD, March 2009)
- CapTOP ATMS Functional Requirements Document (FRD, unreleased)

Upon completion of the documentation review, the CONTRACTOR will conduct a planning session for up to four hours with the DDOT Project Manager and other stakeholders designated by the DDOT Project Manager. The purpose of this planning session is to review the documentation, discuss any questions the CONTRACTOR may have and ensure the CONTRACTOR has a clear understanding of DDOT's requirements and expectations prior to initiating implementation or design for system customization. The CONTRACTOR will summarize the planning session in the form of meeting notes submitted to the DDOT Project Manager for approval within three working days after the planning session.

**Deliverable:**

- Existing System & Functional Requirements Planning Session Meeting Notes

### **C.5.3 - DEPLOYMENT PLAN**

The CONTRACTOR will prepare a Deployment Plan that presents a high-level overview of the deployment strategy and describes each deployment phase. The number and timing of each phase is to be proposed by the CONTRACTOR for approval by the DDOT Project Manager, with the requirement that each phase and release must maintain existing capabilities. DDOT anticipates that deployment will be accomplished in three major phases: 1) an initial phase that is based largely on existing capabilities of the solution proposed by the CONTRACTOR with needed enhancements to meet core requirements, 2) a customization phase that provides high priority capabilities and interfaces unique to the Washington, DC environment, and 3) a development phase that incorporates requirements dependent on ongoing field device deployments or that require significant analysis. Subphases may be proposed by the CONTRACTOR as necessary. Releases shall incorporate the ability to fall back to the previously accepted release if the current release (software or hardware) does not operate satisfactorily. Each phase or release description should identify:

- The location of the deployment activities.
- The project-developed equipment and software products to be deployed. This list will be divided into the applicable phases.
- All site work (including construction and facilities) that is needed before installation can begin, if applicable. Any construction and facilities site work will be completed by other parties but documented in the Deployment Plan.
- All integration activities which need to be performed after installation, including integration with on-site systems and with external systems at other sites.
- All supporting activities that must be completed before acceptance, such as training and manuals.
- The responsible parties for each activity.

A draft deployment plan shall be submitted for review by DDOT and other involved parties, followed by a final version addressing all comments to the satisfaction of the DDOT Project Manager or representative.

This document shall be updated during the project to correspond with each subsequent phase (customization, developmental). Additional revisions may be required to correspond to major subphases or software releases as determined necessary by the CONTRACTOR and the DDOT Project Manager.

#### **Deliverables:**

- Deployment Plan Document (Draft and Final)

### **C.5.4 – INITIAL SYSTEM IMPLEMENTATION**

The CONTRACTOR will prepare for and perform the initial phase deployment of the CapTOP ATMS software and support the acceptance testing of the system to be performed by a third party testing contractor. The initial phase deployment must contain all core functions and may contain additional capabilities available consistent with initial deployment schedule as proposed by the CONTRACTOR, with the concurrence of DDOT staff or representatives.

#### **C.5.4.1 - IMPLEMENTATION PREPARATION**

Based on the requirements provided in Appendix A and other project documents provided by DDOT, the CONTRACTOR shall develop a document that details how the CONTRACTOR will implement systems, interfaces, hardware, and software impacted by the project. The

document shall include high-level system diagrams and subsystem diagrams. This document will specifically address the initial phase of deployment, which is anticipated to be based extensively on existing capabilities in the system delivered by the CONTRACTOR that are available without modification. A draft Implementation Preparation Document shall be submitted for review by DDOT and other involved parties, followed by a final version addressing all comments to the satisfaction of the DDOT Project Manager or representative. The following information shall be included in the Implementation Preparation Document:

- A network diagram illustrating the information flows and communications links between all systems components.
- A list of the requirements from the Functional Requirements Document with an additional column for the CONTRACTOR to state whether the requirement is being wholly or partially addressed by the current system release with a cross reference to the system elements that address the requirement.
- A detailed description of all computers and related equipment to be implemented including model numbers and datasheets and a graphical representation of the logical network.
- A description of all software components to be implemented or interfaced with and a description of how they will interact including a graphical representation.
- A graphical and textual description of all communications interfaces and application programming interfaces that will be used.
- A description of significant algorithms and logic implemented in the software. Flow charts or similar graphics shall be included as appropriate.
- Documentation of administrator configuration options and configuration value ranges and constraints.
- Documentation of size and performance constraints such as maximum number of database records, maximum number of users, etc.
- Examples of user interface web page layouts, dialogs, and use scenarios as outlined in the Functional Requirements. Include a description of how dynamic elements of user-interfaces refresh. Include a description of timeouts and error conditions and how such conditions are conveyed to the user.
- Identification of specific software and Internet or other Wide Area Network (WAN) links, and configuration thereof, needed at each network node to operate the ATMS application.
- Details of IP address ranges or other sub-network definitions where appropriate determined in conjunction with DDOT networking staff or designees.
- Details of system security including disaster recovery, prevention of data loss and prevention of unauthorized access.

The Implementation Preparation Document shall be provided in a format and level of detail sufficient for DDOT to review applicability of existing assets such as communications infrastructure to meet a portion of CapTOP requirements. The document will also be applicable for DDOT to use in working with the CONTRACTOR to support operations prior to completion of customization.

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**Deliverable:**

- Implementation Preparation Document (Draft and Final)

**C.5.4.2 – INITIAL SYSTEM DEPLOYMENT**

The CONTRACTOR will integrate, install, configure and system test onsite the CapTOP ATMS software in accordance with the Implementation Preparation Document and Deployment Plan. This effort includes the procurement of any third party software applications such as database software needed to fully implement the system. Following the system testing, the system will be prepared for acceptance testing.

**Deliverables:**

- Fully Deployed initial phase of CapTOP software and supporting hardware

**C.5.4.3 – INITIAL SYSTEM ACCEPTANCE TESTING SUPPORT**

The CONTRACTOR shall support the acceptance testing of the software deployed under the previous task. Acceptance testing will be performed by a third party under a separate contract to DDOT. Acceptance testing will be performed to verify that the system as implemented meets the system requirements determined to be implemented in the current system release. Support for acceptance testing will include review of acceptance testing plans, provision of technical representatives during formal acceptance testing sessions, and correction of faults uncovered during acceptance testing. Review of the acceptance test plans will be limited to technical input, with approval of the plans resting with DDOT staff.

**C.5.5 - SYSTEM CUSTOMIZATION**

For each phase or release described in the Deployment Plan, the CONTRACTOR shall design and implement the customization of its off-the-shelf software application and support customization acceptance testing to comply with the portions of DDOT's System Requirements implemented in the current release and previous releases. System Customization acceptance testing is to be performed by a third party testing contractor.

**C.5.5.1 - SYSTEM CUSTOMIZATION DESIGN**

Based on the requirements provided in Appendix A and other project documents provided by DDOT, the CONTRACTOR shall develop a detailed customization design document for each release or major build that involves custom software development. The document shall detail all systems, interfaces, hardware and software to be updated by the release. The system customization design document shall include high-level system diagrams and subsystem diagrams updated from the Implementation Preparation Document. The following information shall be included in the System Customization Design:

- A network diagram illustrating the information flows and communications links between all systems components.
- A list of the system requirements being wholly or partially addressed with a cross reference to the detailed design elements that address the requirement.
- A detailed description of all computers and related equipment to be implemented including a graphical representation of the logical network.
- A description of all software components to be implemented or interfaced with and a description of how they will interact including a graphical representation.
- A graphical and textual description of all communications interfaces and application programming interfaces that will be used.
- A description of significant algorithms and logic implemented in the software. Flow charts or similar graphics shall be included as appropriate.
- Documentation of administrator configuration options and configuration value ranges and constraints.
- Documentation of size and performance constraints such as maximum number of database records, maximum number of users, etc.
- Examples of proposed user interface web page layouts, dialogs, and use scenarios. Include a description of how dynamic elements of user-interfaces refresh as outlined in the Functional Requirements. Include a description of timeouts and error conditions and how such conditions are conveyed to the user.

- Identification of specific communications hardware, software and Internet or other Wide Area Network (WAN) links, and configuration thereof, needed at each network node operating the ATMS software to be brought on-line. Include details of IP address ranges or other sub-network definitions where appropriate.
- A work plan for the development phase, including a description of the logistics for providing, integrating, testing and user training for each component identified in the System Customization Design.

The System Customization Design shall be provided in a format and level of detail sufficient for DDOT to assure that the planned implementation will meet operational needs. A draft System Customization Design document shall be submitted for review by DDOT and other involved parties, followed by a final version addressing all comments to the satisfaction of the DDOT Project Manager or representative. Acceptance by DDOT of the design does not constitute acceptance of any software, or waiver, with regard to any system requirement. Prior to final acceptance of a component, the CONTRACTOR shall update the relevant System Customization Design documents to reflect any changes made during implementation and acceptance testing.

**Deliverable:**

- System Customization Design Document (Draft and Final)

**C.5.5.2 – SYSTEM CUSTOMIZATION IMPLEMENTATION**

The CONTRACTOR shall extend, integrate, install, configure, and system test in a separate development laboratory the extensions and enhancements to the CapTOP ATMS software in accordance with the System Customization Design. This effort includes the procurement of any third party software applications needed to fully implement the system. Following the system testing, the system will be implemented on site in preparation for acceptance testing with consideration provided for acceptance testing to occur while previous versions continue to support ongoing operations.

**Deliverables:**

- Customized CapTOP ATMS Software Application
- Third Party Software Applications

**C.5.5.3 – ACCEPTANCE TESTING SUPPORT**

The CONTRACTOR shall support the acceptance testing of the software deployed under the previous task. Acceptance testing will be performed by a third party under a separate contract to DDOT. Acceptance testing will be performed to verify that the system as implemented meets the system requirements determined to be implemented in the current system release. Support for acceptance testing will include review of acceptance testing plans, presence technical representatives during formal acceptance testing sessions, and correction of faults uncovered during acceptance testing. Review of the acceptance test plans will be limited to technical input, with approval of the plans resting with DDOT staff.

**C.5.6 – MANUALS AND TRAINING**

The CONTRACTOR shall develop manuals for the operation and maintenance of the CapTOP ATMS system. Operational elements shall include documentation of coding structure, software

July 2013

modules and administrative procedures. Maintenance elements shall include documentation of routine maintenance, annual maintenance, and troubleshooting. The CONTRACTOR shall also provide all user manuals, technical specifications, backup installation files and handbooks of third-party software components and all hardware components. Manuals for each new release shall be all-inclusive and cover all previous software releases.

For each new software release, the CONTRACTOR shall provide training for DDOT staff and others as required on the operation, troubleshooting, maintenance, configuration, and installation of the hardware and software supplied. Training shall be conducted between the hours of 8:30 a.m. and 4:00 p.m., Monday through Thursday.

Training shall consist of both formal classroom presentation (PowerPoint preferred) and hands-on workshops to be conducted at facilities designated by the DDOT Project Manager following successful completion of acceptance testing. Separate training courses shall be developed and conducted for users and administrators. The CONTRACTOR shall submit an electronic copy of training manuals and handouts to DDOT for approval 15 working days before the start of the training session. Provide 10 hard copies and one electronic final training manuals and materials (e.g., PowerPoint presentations) for DDOT following the training.

**Deliverables:**

- Database Administration Manual (Draft and Final for each release)
- System Administration Manual (Draft and Final for each release)
- User Manuals (Draft and Final for each release)
- Training Sessions
- Approved Documentation

**C.5.7 - LICENSES, WARRANTY & ESCROW**

The CONTRACTOR shall provide a non-exclusive perpetual license to DDOT for all involved software not already suitably licensed to DDOT. All third party hardware and software shall be purchased in such a way that DDOT is the original registered owner and licensee. All customization work to the software resulting in new source code is considered a work made for hire, with DDOT retaining ownership of the resulting source code as described in Section I.5.

The CONTRACTOR shall put the source code in escrow for all software, excluding third party off-the-shelf software, used in the delivered system and owned by the CONTRACTOR or its team members. Software source code, including build files, configuration data, and all tools (including compilers) and documentation relevant to on-going software maintenance, shall be deposited with the escrow agent as soon as each module is substantially complete and shall be refreshed with the current operational version and in-progress modified versions at least quarterly thereafter as changes are made. With each new release, the CONTRACTOR shall demonstrate that the deposited materials are sufficient for a third party to take over software development and maintenance if needed.

The CONTRACTOR shall arrange a source code escrow agreement with a ISO 9001 certified escrow agent located in the United States and approved by DDOT. The escrow agreement shall allow DDOT to have access to the software held in escrow if the CONTRACTOR becomes insolvent, ends support for the software, or fails to remedy software failures required under this contract, including warranty, or under any subsequent software maintenance agreement. The escrow agreement shall require the escrow agent to verify each deposit and to notify DDOT of the content of each deposit. The CONTRACTOR shall pay all initial and on-going fees

July 2013

associated with the escrow account until termination of this contract, and such costs are assumed to be allowed for in the fixed price of software deliverables. DDOT will pay escrow fees thereafter. The CONTRACTOR shall arrange for transfer of escrow agent billings to DDOT at that time.

The Contractor shall provide a one-year warranty for all system integration work. In addition, the CONTRACTOR shall provide a one year warranty for each software release. Upon acceptance of a new software release, the warranty for the previous release shall be considered void. However the CONTRACTOR shall be warranting the entire software application, not just the enhancements included in the most recent release. The warranty period for each component will commence upon acceptance. During the warranty period, the CONTRACTOR will correct any malfunctions resulting from its software, hardware, or systems integration work.

**Deliverables:**

- Software licenses
- Third party hardware and software ownership and/or license papers
- Custom source code
- Source code in escrow (if applicable)
- Warranty repairs (upon occurrence of a malfunction)

**C.5.8 - ONGOING MAINTENANCE & SUPPORT**

The CONTRACTOR shall maintain all installed components for one year after system acceptance. The addition of additional years of maintenance services will be optional for DDOT. In addition to routine maintenance, the CONTRACTOR shall provide specific system support tasks and enhancements efforts responsive to DDOT needs as identified during the project. A process to initiate work orders and pricing structures for each support task will be negotiated prior to commencement of the work.

Examples of potential support tasks include but are not limited to the following:

- Adding another node to the network;
- Making a user-requested (via DDOT Project Manager) change to the system software;
- Providing any out of warranty system recovery in case of system crash;
- Increasing system reliability;
- Reviewing system log files;
- Cleaning system cache memory, temporary files, and database systems;
- Ongoing configuration management

**Deliverables:**

- As determined during work order initiation

July 2013

**SECTION D: PACKAGING AND MARKING**

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

DDOT expects to procure contract support from a company experienced in ITS and software implementation to represent the interests of the District in inspection and acceptance of the CapTOP software, its components, and its implementation. DDOT reserves the right to additionally perform such tasks with either DDOT staff or staff services procured independently.

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of two years (one year for quick deployment and one year for the development) from date of award specified on the cover page of this contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of 3 (1 ) 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**

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

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
C.5.2	Existing System & Functional Requirements Planning Session Meeting Notes	1	Microsoft Word for draft versions, PDF for accepted final versions.	Contractor determined
C.5.3	Draft Deployment Plan	1	Microsoft Word	Contractor determined
C.5.3	Final Deployment Plan	1	Microsoft Word for draft versions, PDF for accepted final versions	Contractor determined
C.5.4	Draft Implementation Preparation Document	1	Microsoft Word	Contractor determined
C.5.4	Final Implementation Preparation Document	1	Microsoft Word for draft versions, PDF for accepted final versions.	Contractor determined

C.5.4	Initial Phase CapTOP Software and Supporting Hardware	1	Various	Contractor determined
C.5.5	Draft System Customization Design Document	1 per release	Microsoft Word	Contractor determined
C.5.5	Final System Customization Design Document	1 per release	Microsoft Word for draft versions, PDF for accepted final versions.	Contractor determined
C.5.5	Customized CapTOP ATMS Software Application	1 per release	Various	Contractor determined
C.5.5	Third Party Software Applications	1	Various	Contractor determined
C.5.6	Database Administration Manual (Draft for each Release)	1	Microsoft Word	Contractor determined
C.5.6	Database Administration Manual (Final for each Release)	1	Microsoft Word for draft versions, PDF for accepted final versions.	Contractor determined
C.5.6	System Administration Manual (Draft for each Release)	1	Microsoft Word	Contractor determined
C.5.6	System Administration Manual (Final for each Release)	1	Microsoft Word for draft versions, PDF for accepted final versions.	Contractor determined
C.5.6	User Manual (Draft for each Release)	1	Microsoft Word	Contractor determined
C.5.6	User Manual (Final for each Release)	1	Microsoft Word for draft versions, PDF for accepted final versions.	Contractor determined
C.5.6	Training Sessions	2 per release	N/A	Contractor determined
C.5.6	Approved Training Documentation	10 per training session	Hardcopies and MS PowerPoint	Contractor determined
C.5.7	Software Licenses	1	Hardcopy	Contractor determined
C.5.7	Third party hardware and software ownership and/or license papers	1	Hardcopy	Contractor determined
C.5.7	Source Code in Escrow (if applicable)	1	Hardcopy documentation of items held in escrow	Contractor determined
C.5.7	Warranty repairs	As required	Provided upon occurrence of a malfunction	As required
C.5.8	As determined during work order initiation	As determined	Microsoft Word for draft versions, PDF for accepted final versions.	As determined

July 2013

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

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (CA) specified in Section G.9 below. The address of the CFO is:

District Department of Transportation  
Office of the Controller/Agency CFO  
55 M St., SE  
7<sup>th</sup> floor  
**202-671-2270**

- 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 (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 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

The District shall pay the contractor thirty (30) days after receipt of a proper invoice by paying entity and in accordance with Section B.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** 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.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

- G.6.1.1** 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:
- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - c) the 15<sup>th</sup> day after the required payment date for any other item.

July 2013

**G.6.1.2** 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.6.2 Payments to Subcontractors**

**G.6.2.1** 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 this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any 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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** 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.6.2.4** 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.6.3 Subcontract requirements**

**G.6.3.1** 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.7 CONTRACTING OFFICER (CO)**

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

July 2013

*Courtney Lattimore  
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**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.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.

**G.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.

**G.9 CONTRACTING ADMINISTRATOR(CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA 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.9.1.1** 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.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** 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.9.1.4** 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.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

*Jason Tao, Phd.  
Senior ITS Engineer,  
The Signal and ITS Division  
DDOT  
55 M Street, 6<sup>th</sup> flr., SEAddress*

**202-671-148**  
**Jason.tao@ddot.gov**

**G.9.3** The CA 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.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103 revision no. 12 date of revision 6/13/2012 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

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

July 2013

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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

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

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

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

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

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

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (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;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (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;
  - (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;
  - (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;
  - (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;

July 2013

(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);

(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

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

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

**H.9 SUBCONTRACTING REQUIREMENTS- NOT APPLICABLE PER DC - FEDERAL GUIDELINES FOR DBE SUPERCEDE – 20% DBE APPLICABLE**

**H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** The District of Columbia has established a small, local or disadvantaged business goal of 15% for this procurement. A prime contractor which is certified as a small, local or disadvantaged enterprise shall be deemed to have met this goal.

**H.9.2 Subcontracting Plan**

Bidders who are utilizing small, local or disadvantaged businesses as subcontractors shall submit with its proposal, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

**H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

**H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

July 2013

- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises.
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**
- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

July 2013

- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.
- H.9.5** Pursuant to 23 Code of Federal Regulations (CFR) 636.116; Consultants and subconsultants who assist the District in the preparation of a RFQ document or supporting documents such as FEIS, IMR, etcetera, are not allowed to participate on a Prospective Contractor's team. Prospective Contractors must provide to the District information regarding all potential organization conflicts of interest in its proposal, including all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest, as required by 23 CFR 636.116. The Contracting Officer will determine whether an organizational conflict of interest exists, and the actions necessary to avoid, neutralize, or mitigate such conflict.

## **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](http://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 Commercial Material.** As used in this section, “Commercial Material” means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation. Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software (“Commercial Software”), if the Commercial Material is copyrighted and published material, then the District will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the District will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the District will have the following, perpetual rights, subject to the next paragraph. The District may:

- I.5.3.1** Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any District installation to which such computer or computers may be transferred;
- I.5.3.2** Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposed or if an computer for which it was acquired is inoperative;
- I.5.3.3** Reproduce the Commercial Software for archival, image management, and backup purposes;
- I.5.3.4** Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- I.5.3.5** Disclose to and reproduce the Commercial Software for use on behalf of the District by support service contractor or their subcontractors, subject to the same restrictions on use; and
- I.5.3.6** Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software’s list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The District will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

Custom Deliverables. All custom work done by the Contractor and covered by the Contract will belong to the District, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor’s work under the Contract being assigned to the District. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the District with all assistance reasonably needed to vest such rights of ownership in the District. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other

July 2013

development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the District a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing material in a custom Deliverable, the Contractor must disclose that desire to the District and obtain written approval from the District for doing so in advance. On the request of the Contractor, the District will incorporate any proprietary notice that the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the District makes of that Deliverable. Subject to the limitations and obligations of the District with respect to Pre-existing Materials, the District may make all custom Deliverable available to the general public without any proprietary notices of any kind.

- 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** 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.5.5.1** 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.5.5.2** 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.5.5.3** 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.5.6** 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:

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#### **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.5.7** 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.5.8** 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.5.9** 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 in keeping with the escrow agreement provided by the Contractor as describe in section C.5.7.
- I.5.10** 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.5.11** 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.5.12** 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.

4. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$\_\_\_\_\_ per occurrence for each wrongful act and \$\_\_\_\_\_ annual aggregate.

- 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:

**Courtney Lattimore**  
**55 M Street, SE**  
**7<sup>th</sup> floor**  
**202-671-2270**  
**Courtney.lattimore@dc.gov**

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:

##### **ORDER OF PRECEDENCE**

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

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

#### **I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

#### **I.12 GOVERNING LAW**

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

**SECTION J: ATTACHMENTS**

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

Note per attachment J.6- Consider a situation where Vendor X has some FRD requirements already developed and ready to install with his existing product while other requirements will be developed after awarding the contract. The scoring scheme will assign him full points for existing requirements and lesser score for requirements to be custom built later. Vendor X will not be disqualified if the core requirements are not available in existing product as long as they will be developed in a final version of the solution.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination-WD No., 2005-2013 Rev. 12 Date of Revision 6/13/2012
<b>J.3</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.4</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.5</b>	Tax Certification Affidavit
<b>J.6</b>	<b>Capital Traffic Operation Platform (CAPTOP) Functional Requirements Document (FRD)</b>

## 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).

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### 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.

July 2013

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

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

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

#### **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

#### **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.

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## **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 one 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 and 2 copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCKA-2013-R-0132. 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.2.1 Page Limits, Copies an Submission Instructions**

The proposal shall not exceed 50 pages. Resumes and reference materials will not be counted as part of the page limit.

#### **L.2.2 Letter of Transmittal**

An official authorized to bind the proposer's firm must sign the transmittal letter. The transmittal letter should identify the project team, including lead proposer and any subconsultants. The transmittal letter should also include the name, telephone number and email address of the primary contact person. The transmittal letter should include a statement that the proposal is a binding offer to contract with the District according to the requirements of this RFP for a period of ninety (90) calendar days from the proposal due date for submission of proposals. Detail any proposed co-venture arrangements such as revenue/profit sharing or subconsultant participation.

July 2013

Note: This period of 90 calendar days may be extended if requested by the Contract Procurement Analyst and agreed to by the proposer in writing.

**L.2.3 Title Page**

A title page must include the RFP subject, the name of the proposer's firm, local address, telephone, contact person (name, email and phone number), and the date.

**L.2.3 Table of Contents**

Provide a table of contents that includes a clear identification of the material by section and page number.

**L.2.4 Responses to Scope of Work**

**1. Understanding the Required Scope of Work** – By presentation of a well-conceived work plan, this section of the proposal shall establish that the proposer understands DDOT's objectives and work requirements and describe the proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required work, outlining the activities that would be undertaken in completing the various tasks and specifying who would perform them. Include a timetable for completing all work specified in the scope of work. The proposer may also suggest technical and procedural innovations that have been used successfully on other projects and which may facilitate the performance of the services and which may not be specifically called out in this RFP. Additional items included that are not specifically requested in the RFP must be clearly described as "additional or optional tasks." Provide a detailed explanation of the approach for completing the work and addressing the tasks identified above.

**2. Expertise and Approach** – This section should include a description of your team's proposed approach to your assignment at DDOT, reflecting your understanding of DDOT's needs, and detailing the expertise of the team, including all subconsultants, in specific areas of interest to DDOT. Provide project descriptions and contacts for projects of similar size and environment, of which up to three may be contacted and be included in the evaluation. Describe how your team's expertise will be practically applied to fulfill the Scope of Work, including how the team will implement the contract, if awarded. This section may include key areas of consideration and the rationale for implementing the contract as proposed. Identify how the team's expertise and approach will add value to DDOT's work. The key approach must include, at minimum, a one page summary detailing the overall comprehensive approach for managing and implementing the full scope of work. Particular attention will be paid to the approach and capability for software development to extend the existing software.

**3. Management Plan** – The proposal should describe your approach to client communications and coordination. Describe methods of planning, scheduling, delivery of tasks, coordination meeting strategies and how the team will provide updated and accurate information to DDOT for the duration of the contract. Describe how management of the team members and subconsultants will be handled as well as managing budgetary controls and avoiding exceeding resources allocated for specific tasks.

**4. Proposed Staffing Plan and Availability** – Designate the Principal-in-Charge and the Project Manager who will serve as the key contacts for DDOT. The proposal should identify all key team members, describe their specific roles/responsibilities for this contract, and indicate the percentage of the total contract hours that each member will spend on the contract and any other assurances as to their ability to provide the requested services in a responsive and timely

July 2013

manner. For firms with multiple offices, proposals must clarify which resources are available directly out of the local office. For all key team members, the proposal should include a brief resume describing similar contracts on which they have been involved and their role on that contract, their availability over the duration of this contract, and a description of the benefits the person brings to the team. Full resumes may be included in the proposal appendix. Any substitution of key staff after submittal of the proposal or during the contract will require prior written approval from DDOT.

Describe the qualifications and expertise of your proposed team, including all subconsultants, in providing services for clients comparable to DDOT. Include a brief description of each firm's size as well as the local organizational structure. List principals and partners and specify the location of the office that will serve the DDOT's needs. Include a discussion of each team member's capacity and resources. Provide reference contact information. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any services provided by the Proposer or by its subconsultants where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the proposer or its insurers within the last five years.

Responsive prime companies should have an annual revenue base of at least 3 million dollars.

All work performed by small, local and/or disadvantaged business enterprises should be clearly identified and the percentage of their involvement noted. Proof of certification is required. Each consultant team should comply with applicable DBE/SBE/LBE Program requirements.

**5. Quality of Proposed Solution** – The attachment to this RFP provides a listing of the CapTOP Functional Requirements. Responders are required to meet all functional requirements categorized as Core in all releases of the software, including the initial system release. Proposals not complying with this requirement will be considered nonresponsive and removed from further consideration. For each requirement, proposers must state whether or not their proposed solution meets the requirement without modification to the existing product and whether their solution is proposed to fully comply, partially comply, or not comply with each requirement. For those requirements not fully met with existing products, state what additional capability is proposed to meet the requirement. If the proposed solution does not fully meet the requirement, an alternate related requirement to be met may be proposed. Additional information may be provided at the discretion of the vendor. It should be noted that omission of non Core requirements to reduce the total cost may prove beneficial in the best value evaluation process.

**Note 1: The response to the listing of functional requirements must be provided in an appendix to the proposal and will not count toward the page-count limit.**

**6. Cost Proposal** – Under a separate cover, provide a full description and cost breakdown for each task contained in the Scope of Work, detailing your firm's ability to understand and provide services in an effective manner. A cost estimate for all team members should be provided for each task. Total costs for the proposal shall not exceed \$3,000,000 USD. Costs shall include maintenance of installed components for one year after acceptance.

Proposer shall submit the following in one separately sealed and clearly labeled envelope:

July 2013

- The overall price and budget, showing the level of effort and cost breakdown by tasks identified in the scope.
- Provide cost breakdown by subconsultants, if any, goal attainability, based on current certification at time of proposal submission.
- Budgeted amount for Software Development Manager

Proposer may also include additional recommended tasks, if desired, which should be clearly identified as optional tasks and should be included as separate line items in the proposed cost proposal.

In addition, provide a description of each labor category and corresponding labor rates (including overhead and profit) that will be used to provide additional support tasks for a period of up to five years after system acceptance as described in Section C.5.8 along with costs for maintenance of installed components for years two through five after acceptance. Optional costs related to maintenance and system support tasks and enhancements efforts responsive to DDOT needs will be estimated during proposal evaluation. The estimate will be based on the labor categories and rates and will be used in scoring the proposals. Incorporation of maintenance and additional services in this manner into the proposed cost is to assure comparability of proposals. Actual scope will be determined during contract negotiations and in conjunction with the exercise of options during contract execution.

The top-ranked proposer will be required to participate in negotiations which may result in revisions to the proposal. The cost and method of compensation will be negotiated with the top-ranked proposer.

## **L.2.5 References**

Provide a maximum two-page resume for each key team member (including key personnel working for each subconsultant) and at least three references related to previous projects similar to this project, or elements of this project, on which the firm and key project staff worked. No more than one reference shall be from DDOT.

Include a brief project description, the project title, duration, budget, sponsoring agency, sponsor project manager, the specific work conducted, and roles played by individuals proposed for this contract. Include the name of the agency for which the work was performed, contact person name, telephone number, and year(s) that the work was done.

Provide a list of clients for whom the prime proposer has worked and name the specific work products produced. The client list will not be including in the page-count limit.

At least one reference is required for each subconsultant with a proposed budget over \$25,000 total for this contract.

Provide a summary of all contracts that members of your team (including subconsultants) have held with DDOT in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

**Note: Resumes and other reference materials may be provided in the appendix to the proposal and will not count toward the page-count limit.**

July 2013

### **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 August 9, 2013 @ 2:00 pm as stated 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 **[7]** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **[15]** 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, *Courtney Lattimore, 55 M St., SE, 202-671-2270*, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.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 as described in item 6 of L.2.4. 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, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

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

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

July 2013

**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:

Courtney Lattimore  
**55 M Street, SE**  
**7<sup>th</sup> floor**  
**202-671-2270**  
**Courtney.lattimore@dc.gov**

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, 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 nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

**M.2.1** Every functional requirement shall be given a weight based on whether the feature is available in an existing product or have to be custom developed later with the latter receiving less weight as detailed in M.3.1.1. vendor shall provide district with information on their product existing features and ability to do custom development for District needs if selected.

**M.2.2** The Technical Rating Scale is as follows:

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

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on a combined score from a proposal score and an interview score. If in the sole opinion of DDOT an interview is not required, the selection will be made based solely on the technical proposal. The total score will be based on the following evaluation factors in the manner described below:

#### **M.3.1 PROPOSAL EVALUATION**

The technical evaluation will consider both the capability of the proposer and the quality of the proposed solution as presented in the proposal submitted to DDOT.

##### **M.3.1.1 PROPOSAL TECHNICAL CRITERIA (80 Points Maximum)**

The following criteria and point system will be used to evaluate the capability of the proposing firm as represented in the technical proposals:

**Knowledge and Understanding:** Demonstrated understanding of the RFP objectives and functional requirements. Methods of approach, work plan and experience with similar projects. (10 points)

**Technical/Management Approach:** The quality of the technical approach, including software development approach, and capability of the proposer to execute the approach. (10 points)

**Qualifications of the Proposer Firm:** Technical experience in performing work related to type of services; experiences working with public agencies; record of completing work on schedule; strength and stability of firm; technical experience and strength and stability of proposed subconsultants; and assessments by client references. (10 points)

**Schedule and Staffing Plan:** The schedule for implementation of initial and subsequent phases and the ability of proposer to deliver qualified staff, particularly key personnel, especially the project manager, and key personnel's level of involvement in performing related work. (10 points)

**Solution Quality:** The quality of the proposed solution. Quality will be assessed by an examination of the capability and completeness of the proposed software solution. The state of implementation of each functional requirement will be examined. Each priority 1 requirement proposed for implementation will be given more value than each priority 2 requirement proposed for implementation, which will in turn be given more value than each priority 3 requirement. Core requirements are mandatory and used to determine responsiveness to the RFP, but will be given no additional weight. Similarly, each requirement currently deployed

July 2013

will be given more value the each requirement planned for custom implementation or incorporation into the COTS version of the solution. Partial implementations will be evaluated for partial value. (40 points)

**M.3.1.2 PROPOSAL PRICE CRITERION (20 Points Maximum)**

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

The price used for the formula will be the proposed total cost plus the costs estimated during proposal evaluation for optional maintenance and additional services.

**M.4 EVALUATION OF OPTION YEARS**

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

**M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.5.1** 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.5.2** 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.