

SOLICITATION, OFFER, AND AWARD		1. Caption Transportation Research and Program Management		Page of Pages 1 37	
2. Contract Number	3. Solicitation Number DCKA-2015-R-0011	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE – Suite 700S Washington, DC 20003			8. Address Offer to: Department of Transportation Office of Contracting and Procurement 55 M Street, SE Suite 700S Washington, DC 20003		

SOLICITATION

9. Sealed original proposals 4 copies for furnishing the services in the Schedule will be received until **2:00 pm** on February 6_, 2015 at the address provided in section L.4.1.2

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 Jontae Byrams , Contract Specialist	B. Telephone			C. E-mail Address
		(Area Code)	(Number)	(Ext)	
		202	673-2377		jontae.byrams2@dc.gov

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	18
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	24
X	D	Packaging and Marking	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	9	X	K	Representations, certifications and other statements of offerors	25
X	F	Deliveries or Performance	10				
X	G	Contract Administration Data	11	X	L	Instructions, conditions & notices to offerors	26
X	H	Special Contract Requirements	16	X	M	Evaluation factors for award	33

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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	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)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of District Department of Transportation (DDOT), (the “District”) is seeking a university with research and research program management capabilities and expertise to assist with the management of its research program and with the conduct of research projects on a wide variety of transportation-related topics.

B.2 The District contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract.

B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after expiration of award.

B.4 PRICE SCHEDULE

B.4.1 Proposed pricing shall be fully loaded.

	Rate/Hour						
Labor Category	Base Year	Estimated Hours	Total Amount	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Program Manager	\$	1		\$	\$	\$	\$
Principal Investigator	\$	1		\$	\$	\$	\$
Librarian	\$	1		\$	\$	\$	\$
Graduate Student Assistant	\$	1		\$	\$	\$	\$
Undergraduate Student Assistant	\$	1		\$	\$	\$	\$
Field/Data Collection Technicians	\$	1		\$	\$	\$	\$
Administrative Assistant	\$	1		\$	\$	\$	\$
Researcher	\$	1		\$	\$	\$	\$
TOTAL		9					

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

- C.1.1** The District Department of Transportation (DDOT) is seeking to position its research program as the nation’s premier applied urban research program. DDOT is seeking a consortium of universities to help the agency reach this goal.
- C.1.2** DDOT is issuing a Request for Proposal (RFP) to solicit services from a consortium of universities with research and research program management capabilities and expertise to assist with the management of its research program and with the conduct of research projects on a wide variety of transportation-related topics. Work under this contract will include research, program management, research implementation, and technology transfer activities. The intent of this RFP is to select ONE (1) Contractor to lead ONE (1) consortium of qualified universities to address specific research issues identified by DDOT requiring expertise and/or resources not available within DDOT. Specific tasks within this contract will be issued as individual task orders.
- C.1.3** Given the range of technical and functional expertise covered by the solicitation, DDOT expects the successful bidder to form a consortium capable of covering all areas included in the solicitation. The successful team needs to demonstrate expertise in ALL the functional areas addressed in this RFP. The lead university does not need to have the capability or expertise to lead all elements, but is expected to exercise oversight of consortium members. DDOT will approve the final team working on individual tasks under this contract.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Resource
1.	Website	Research, Development and Technology Transfer (RDT) program	https://sites.google.com/a/dc.gov/ddot-research-program/home/about-research
2.	Website	State Transportation Innovation Council (STIC)	http://www.fhwa.dot.gov/everydaycounts/
3.	Website	National Summer Transportation Institute	https://www.fhwa.dot.gov/civilrights/programs/nsti.cfm
4.	Website	Federal Acquisition Regulations (FAR)	http://www.acquisition.gov/far/
5.	Website	Procurement Practices Reform Act (PPRA)	http://ocp.dc.gov/publication/procurement-practices-reform-act-2010

C.3 DEFINITIONS

N/A

C.4 BACKGROUND

The Research, Development and Technology Transfer (RDT) program at DDOT seeks to facilitate and promote innovative transportation research, implementation, outreach, and technology transfer activities in order to improve the efficiency and effectiveness of DDOT's service delivery. Partnering with the university research community is an essential component of accomplishing this mission.

- C.4.1** The RDT program convenes and guides a structured approach to research, provides research material, and manages research projects. The program supports all seven administrations at DDOT and the full range of work DDOT does: policy, planning, design, construction, operations, management, public space permitting, transit operations and oversight, urban forestry, and agency management. The RDT program is primarily supported by federal State Planning & Research funds and other federal and local funds.
- C.4.2** The RDT program is a unique transportation research program. DDOT has characteristics of a both a state and municipal DOT, which positions the agency uniquely for being a leader and innovator in applied urban transportation research. It is the only municipal DOT that has a dedicated Federal source of funding for research.
- C.4.3** The RDT program is primarily supported by federal State Planning & Research funds and other federal and local funds. The program's primary activities include:
 - C.4.3.1** Conducting, coordinating and supporting in-depth research projects. RDT funds several research projects each year, based on research ideas submitted by agency staff. The research is conducted by university researchers or consultants with agency oversight. Examples of recent projects can be found in Appendix A. There are also periodic "quick response projects" that are requests from senior management needing immediate attention.
 - C.4.3.2** Leveraging and coordinating with cooperative research programs (Pooled Fund, National Cooperative Highway Research Program, Strategic Highway Research Program 2). DDOT contributes to programs that pool resources from multiple public agencies to conduct research of common interest.
 - C.4.3.3** Conducting market scans and literature reviews. Market scans and literature reviews capture the state of the practice or prior research on a topic. These are generally conducted at the request of a DDOT staff member and at the start of a new research project.
 - C.4.3.4** Managing the research intern program, which brings in students to work on substantive research projects at DDOT, overseen by DDOT staff.
 - C.4.3.5** Operating the DDOT library and related services. The library houses resources for the entire agency.

- C.4.3.6** Disseminating research findings, to both promote DDOT research externally and distribute external research internally.
- C.4.3.7** Facilitating the implementation of research results. The RDT program supports the implementation of research results, both for projects conducted at DDOT and relevant projects conducted nationally.
- C.4.3.8** Liaising with outside research and transportation groups, such as the Transportation Research Board (TRB) and the American Association of State Highway and Transportation Officials (AASHTO).

C.5 REQUIREMENTS

C.5.1 Research Program Management - Program management for transportation research, development, and technology transfer encompasses:

C.5.1.1 General Program Support

C.5.1.1.1 The Contractor shall dedicate staff resources to ensure responsiveness to requests.

C.5.1.1.2 The Contractor shall assist with staffing, project management, and strategic planning in support of the DDOT library.

C.5.1.1.3 The Contractor shall provide support to DDOT at meetings, as needed. The RDT program periodically hosts research events, such as its peer exchange in 2013. The university consortium may be asked to help coordinate events in terms of facilities, travel, food, note taking, and similar work.

C.5.1.1.4 Coordinate external peer reviews for all research projects. All research projects are expected to be reviewed by a panel of outside experts to ensure quality and relevancy of the final product. The university consortium will identify appropriate reviewers and manage the review process.

C.5.1.2 Research project pipeline

C.5.1.2.1 Assist DDOT staff in suggesting and developing research ideas from needs or ideas into problem statements and research project scopes of work. This may include interviewing agency stakeholders and conducting preliminary literature reviews to fully develop an idea and define the need. Once a project is selected for funding, assistance may be requested in developing the scope of work. This includes supporting DDOT's Research Advisory Committee during project selection and the Research Subcommittee quarterly. These two bodies provide agency oversight and input into the research process.

C.5.1.2.2 Managing and/or conducting market scan, literature review, and "quick response projects" as they arise. These requests often need to be completed in a short timeframe. Deliverables produced from this effort need to be of high quality that can be shared readily with a broad group of internal and stakeholders such as the Office of the Director, the Chief Engineer, Executive Office of the Mayor, Councilmembers, etc.

C.5.1.2.3 Management and oversight of research projects conducted by members of the consortium.

C.5.1.3 Student programs

C.5.1.3.1 Managing the research internship program, including recruitment, hiring, and addressing any personnel issues. The RDT staff identifies intern projects internally and provides oversight for the students while at DDOT. The university consortium is responsible for the personnel management associated with this program: recruiting and matching students to projects, paying their stipends (they are not hired by DDOT), and addressing any human resources issues that arise.

C.5.1.3.2 The Contractor shall conduct the annual Summer Transportation Institute (STI). STI introduces middle and high school students to careers in transportation. The program in DC is jointly funded by DDOT and FHWA and is typically a 4-week program for middle school or younger high school students. The host university is expected to provide the facilities, curriculum, and program administration, from application to FHWA through close-out reporting.

C.5.1.4 Research implementation activities

C.5.1.4.1 Supporting ongoing agency research implementation efforts, both assisting with individual project implementation and ongoing scanning efforts to identify national research that may be applicable at DDOT. Identifying relevant national research is an ongoing process with which the university consortium will be expected to assist.

C.5.1.4.2 Proactively suggesting best practices from other jurisdictions or agencies that could be implemented at DDOT.

C.5.1.4.3 The Contractor shall serve as an active member of the State Transportation Innovation Council (STIC). The STIC is a part of the federal Every Day Counts initiative and brings together the key players from DDOT, the private sector, and FHWA to identify innovations that can help DDOT and then to deploy those innovations within the agency.

C.5.2 **Conduct of Applied Research**

C.5.2.1 Conduct research projects in 10 topic areas. Note that the work in each topic area will reflect the urban, multimodal context of the District, even though those terms are not specifically called out in each topic area. See attachment A for a crosswalk of these topics with known critical agency needs and with recent and upcoming research projects included for reference. A key outcome from the RDT strategic plan development was the identification of critical agency needs to help direct the research program's needs.

C.5.2.2 Policy and Planning: the Contractor shall establish broad strategic goals to guide multimodal program development, the policies necessary to implement such goals, modal planning (bicycle, pedestrian, transit), long-range planning, and sub-area plans.

C.5.2.3 Design: includes preliminary engineering and design-related services. Value engineering, 3D models and alternative technical concepts are all topics of interest currently.

- C.5.2.4** Construction: tools, techniques, and processes around construction and construction management. Recent topics include geosynthetic reinforced soil integrated bridge system and trenchless undergrounding.
- C.5.2.5** Materials: testing and quality control for materials used in construction, particularly newer materials and processes like pervious pavements and cold-in-place recycling of asphalt.
- C.5.2.6** Transportation Systems Operations and Management and Intelligent Transportation Systems (ITS): operations of the transportation system, including areas like curbside management as well as ITS and signals, with research in areas such as simulation, modeling, and parking.
- C.5.2.7** Technology and Data: encompasses enterprise data management, geographic information systems (GIS), and new technologies that can impact other topics areas (e.g. new data collection techniques).
- C.5.2.8** Business Processes: the means by which work is managed at the agency and might address contracting, streamlining of workflows or introducing new technologies.
- C.5.2.9** Asset Management: covers all agency assets, from roadways and bridges to streetlights, parking meters, and traffic signals.
- C.5.2.10** Urban Forestry/Environmental: National Environmental Protection Act (NEPA) activities, tree health, and stormwater are all areas of interest in this topic.
- C.5.2.11** Economics and Financing: innovative project delivery methods like public-private partnerships, contracting models, and tools such as congestion pricing.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

- E.2** Performance monitoring will be conducted by the Contract Administrator. The CA will not become involved in the Contractor's staffing or individual work activities.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year with four (4) option periods from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-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 periods shall be as specified in 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 Contract Administrator (CA) identified in section G.9 in accordance with the following

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001 C.5.1	Monthly progress report describing the status of and work completed for each task under this contract, along with hours completed per task		Electronic submission	10 th of the following month
0002 C.5.1	Quarterly progress report on work under this contract for inclusion in RDT’s quarterly progress report to FHWA		Electronic submission	10 th day after the end of each quarter
0003 C.5.1, C.5.2,	Deliverables as defined for each task as issued		As defined in task when issued	As defined in task when issued

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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.8 below. The address of the CFO is:

Office of the Associate Chief Financial Officer
Office of the Controller/Agency CFO
2000 14th Street, NW, 6th Floor
Washington, DC 20009

- 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 PAYMENT

G.3.1 Payment should be based upon Section B (Price Schedules) and Section F (Deliverables).

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 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.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under 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.5.2.2 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

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

G.6 CONTRACTING OFFICER (CO)

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

William Teague
Chief Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street S.E., 7th Floor
Washington, DC 20003
202- 299-3893
william.teague@dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

G.7.3 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.8 CONTRACT ADMINISTRATOR (CA)

G.8.1 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.8.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.8.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

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

Soumya S. Dey
Deputy Associate Director
55 M Street S.E.
Washington, DC 20003
Phone: (202) 671-1369
soumya.dey@dc.gov

G.8.3 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.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. WD 05-2103 (Rev.-14), dated 8/5/2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 PUBLICITY

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

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the 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 to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpret-

ers, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

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

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided

that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

William Teague
Chief Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street S.E., 7th Floor
Washington, DC 20003

202- 299-3893
william.teague@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.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination 2005-2103, Revision 14, Dated 08/05/2014 http://www.wdol.gov/wdol/scafiles/std/05-2103.txt
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Appendix A - Crosswalk of Topic Areas with Critical Agency Needs and Recent and Upcoming Research Projects

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 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, following the format described in Section L.2.2. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.2 Proposals shall be limited to 50 pages, not including resumes or required forms and documents, with no smaller than 11 point font. If an offeror's proposal exceeds 50 pages, any pages following the 50th (regardless of what content those pages include) will be removed from the proposal prior to review.

L.2.2.1 The offerors shall provide name of the responding consortium's institutions, address, and contact person's name, telephone number, fax number and email address (as available) for each institution in the consortium. Identify the lead institution.

L.2.2.2 Project Understanding. The offeror shall provide a statement of the objectives, goals and tasks in their own words to show or demonstrate the offeror's view of the nature of the Contract and the nature of DDOT's research program. This section shall also demonstrate an understanding of the general transportation industry (best practices, emerging trends, research resources) and how that connects to what RDT does.

L.2.2.3 Management Plan. The offeror shall explain their approach to manage the research program and transportation research tasks, including the management of the consortium (Research Program Management section of the scope, above). An explanation of how the offeror processes, administers, and maintains financial oversight of contracts shall also be included. The offeror shall elaborate on what quality control plan are in-place to ensure that the deliverable conform

to DDOT's standards. The offeror shall provide list of key administrative personnel and their availability for this contract. Highlight any past experience in managing research consortia.

L.2.2.4 Conduct of Research. For each of the 10 topic areas under the conduct of applied research (described above), the offeror shall include a separate section within the proposal containing 1) the category heading with summary table of staff by area, 2) an outline of the offeror's relevant skills, experience, and ability (staff, facilities, equipment, support, etc.) to perform research and related services in that area, 3) examples of similar work done in that area within the last 5 years, and 4) key faculty and staff resumes. Note: resumes should be included as an appendix, not to exceed 3 pages per person.

L.2.2.5 References. The offeror shall include contact information for 3 references from research work or research management tasks completed in the past 3 years.

L.2.2.6 Price Proposal. Under separate cover, the offeror shall include a price proposal following the format described in Section B.

L.2.3 The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

L.2.4 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.3 PROPOSAL SUBMISSION

L.3.1 Proposals shall be submitted no later than *Friday, February 6, 2015 at 2:00pm EST*. 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 Contracting Officer 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 Offerors shall submit four (4) hard copies of their technical proposals and an electronic version on a CD or USB drive. The electronic version shall be submitted in .pdf format. The technical proposal shall be separate from the price proposal. Offerors shall submit only one (1) hard copy of the price proposal. The price proposal shall not be included on the CD or USB. Proposals shall be submitted to:

**DC Department of Transportation
55 M St. S.E., 4th Floor
Washington DC, 20003**

ATTN: Jontae Byrams

L.4 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.3 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) 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). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.5.1 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

L.5.2 Late Proposals

Late proposals or modifications to proposals after the closing date and time for receipt of proposals will not be accepted.

L.5.3 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.6 QUESTIONS AND ANSWERS

Questions pertaining to this solicitation shall be sent to the Contract Specialist by 12:00 noon on or before *January 9, 2015*. Questions will be answered by *January 20, 2015*.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

L.8 PROPOSALS WITH OPTION YEARS

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

L.9 PROPOSAL PROTESTS

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

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 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 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:

William Teague
Chief Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street S.E., 7th Floor
Washington, DC 20003
202- 299-3893
william.teague@dc.gov

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. 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.15 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.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of offeror;

L.16.2 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.16.3 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.17 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.18 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 relevant documentation within five (5) days of the request by the District.

L.18.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;

- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.18.2 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.

L.19 Pre-bid Meeting

There will be a pre-bid meeting scheduled for Wednesday January 7, 2014 for all interested vendors. The pre-bid meeting will take place at:

2:30 pm
Room 639
District Department of Transportation
55 M Street, SE
Washington, DC 20003

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (90 Points Maximum)

M.3.1.1 Project understanding, evaluated by the degree to which an offeror demonstrates its understanding of the District’s transportation system characteristics and challenges, DDOT’s organizational structure and culture, RDT’s vision and goals, and the general transportation industry. **(15 points)**

M.3.1.2 Program management plan, evaluated in terms of: (1) approach; (2) management staff allocation; (3) availability of resources across the range of disciplines referenced in C.5.2; (3) availability of facilities and resources for on-site programs (e.g. Summer Transportation Institute); and (5) the plan for oversight of consortium members. **(30 points)**

M.3.1.3 Relevant research experience and technical competence, including professional qualifications, in all the disciplines described in C.5.2 as well as program management. These can be demonstrated through such means as projects, papers published, courses taught, committee work, professional qualifications, and degrees earned. **(30 points)**

M.3.1.4 Past performance on contracts in research and the listed disciplines for local, state, and other governmental entities, and private industry in terms of quality of work, compliance with performance schedules and budget, participation on multi-disciplinary teams, and references provided. **(15 points)**

M.3.2 PRICE CRITERION (10 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:

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

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.

APPENDIX A

**Crosswalk of Topic Areas with Critical Agency Needs
and Recent and Upcoming Research Projects**

Appendix A. Crosswalk of Topic Areas with Critical Agency Needs and Recent and Upcoming Research Projects

	Policy & Planning	Design	Construction	Materials	Operations & Management	Technology & ITS	Business Processes	Asset Management	Environment & Urban Forestry	Economics & Financial Studies
Critical Agency Needs										
Stormwater management/low impact development		x	x	x					x	
Innovative financing and project delivery methods, including pricing approaches	x						x			x
Innovative contracting models							x			x
Asset management								x		
Technology: ITS and IT						x				
Performance measures and management	x				x	x	x			
Business processes and management							x			
Parking management and operations					x					
Safety	x	x	x	x	x	x	x			
Transportation system management and operations					x	x				
Data warehousing and analysis						x	x			
Sustainability	x	x	x	x	x	x	x		x	
Recent and Upcoming Projects										
Performance metrics and supportive analysis methodologies for highly urbanized, multi-modal systems	x				x					
Analysis of per-ride fare data for capital bikeshare	x									x
Relating Capital Bikeshare usage to existing and future bicycle count data	x									
Integration of renewable or cleaner energy generation technology into transportation infrastructure	x	x	x	x		x				
Traffic Signals and ITS communication security audit					x	x				
DDOT cost estimating for professional engineering services		x					x			

	Policy & Planning	Design	Construction	Materials	Operations & Management	Technology & ITS	Business Processes	Asset Management	Environment & Urban Forestry	Economics & Financial Studies
Compliance, perception and effectiveness of rectangular rapid flashing beacons (RRFB) and pedestrian hybrid beacons (HAWK signals) in the District of Columbia					x					
Enterprise routing network						x				
Evaluation of transit signal priority strategies through microsimulation					x	x				
Pavements to preserve trees, improve stormwater infiltration, and reduce sidewalk uplift				x				x	x	
Forensic analysis and early identification of voids below a roadway			x	x				x		
Evaluation of effectiveness and development of mix designs of Aquaphalt (rephalt) for pavement repairs				x	x			x		
Updating bridge deterioration models in PONTIS for the District of Columbia		x								
Developing the framework for building and maintaining a comprehensive and sustainable District-wide sign inventory system	x					x	x	x		
Is HDPE a safe and effective option for culverts and storm sewers for DDOT?				x					x	
Placement of outdoor advertising signs in urban entertainment districts	x									