

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DCKA-2015-R-0051	Page of Pages 1 45
2. Amendment/Modification Number Amd 9	3. Effective Date See 16C	4. Requisition/Purchase Request No.		5. Solicitation Caption Cyber Security Assessment
6. Issued by: District Department of Transportation OCP 55 M Street, SE Suite 700 Washington, DC 20003		Code	7. Administered by (If other than line 6) District Department of Transportation TOA 55 M Street, SE 6 th floor Washington, DC	
8. Name and Address of Contractor (No. street, city, county, state and zip code)		Code	Facility	X 9A. Amendment of Solicitation No. DCKA-2014-B-0051
				9B. Dated (See Item 11) 8/14/2015
				10A. Modification of Contractor/Order No.
				10B. Dated (See Item 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required):				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority) Adding additional scope and increasing the amount of the original contract				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation No.: DCKA-2015-R-0051 is hereby amended:				
REVISED SOLICITATION:				
<ol style="list-style-type: none"> Amendment DCKA-2015-B-0051 is replaced in its entirety by Amendment 9. Questions and/or comments are due by 5:00 PM December 16, 2015. Responses will be issued December 18, 2015 by 5:00 PM. Respondents that have submitted proposals may let the submission stand OR resubmit their proposals in accordance with the revised/clarified solicitation. All final proposal submissions will be due December 30, 2015 by 2:00PM. Revised solicitation attached. (pg. 1R-44R). The Contracting Officer changes from Carl Brown to William Sharp. 				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. William Sharp Contracting Officer		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia	16C. Date Signed
(Signature)			 (Signature of Contracting Officer)	9 Dec 15

A. SOLICITATION, OFFER, AND AWARD		1. Caption Cyber Security Audit			Page of Pages 1R of 44R
2. Contract Number	3. Solicitation Number DCKA-2015-R-0051	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 Bid Room, 4 th Floor Washington, DC 20003		

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the address in section 8 above until local time on

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
	Kirk Benson, Contract Specialist	(Area Code) 202	(Number) 671-2268	(Ext)	Kirk.benson@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	1R	X	I	Contract Clauses	22R
X	B	Contract Type, Supplies or Services and Price/Cost	2R	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	4R	X	J	List of Attachments	33R
X	D	Packaging and Marking	10R	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	11R	X	K	Representations, Certifications, and Other Statements of Offerors	34R
X	F	Period of Performance and Deliverables	12R				
X	G	Contract Administration	14R	X	L	Instructions, Conditions, and Notices to Offerors	35R
X	H	Special Contract Requirements	18R	X	M	Evaluation Factors	43R

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 365 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 Not Applicable					
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)				

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) *** Government of the District of Columbia		23. Signature of Contracting Officer (District of Columbia)  Office of Contracting & Procurement
		24. Award Date

B. CONTRACT TYPE AND PRICE

B.1 PROCEDURES, INTERNAL AUDIT DIVISION, CONTRACT REVIEW

The Government of the District of Columbia’s Office of Contracting and Procurement (the District), on behalf of the District Department of Transportation (DDOT) is seeking proposals for the services of a vendor (hereinafter “Contractor”) (1) to perform audit of current ITS system architecture and the existing traffic system assets in Washington DC such as traffic signal lights, CCTV’s and dynamic messaging system apparatus; and (2) Provide recommendations based on the cyber assessment based on the vendors expertise.

B.2 FIRM FIXED PRICE CONTRACT

The District contemplates award of a firm fixed price contract.

B.3 PRICE SCHEDULE

B.3.1 Firm Fixed Price. Provide pricing for each line item. Proposed hourly rates in the key personnel price schedule (B.3.1) shall be factored into the below price schedule for each line item. See section C.2 for Definitions and Abbreviations.

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Survey of existing infrastructure Section C.1.1	\$_____
0002	Report on current vulnerabilities Section C.1.2	\$_____
0003	Survey of existing communication design Section C.1.3	\$_____
0004	Report on recommend practices Section C.1.4 and Section C.1.5	\$_____
Grand Total		\$_____

Proposed pricing shall provide at be fully loaded rates per hour.

	Rate/Hour USD		
Labor Category - Key Personnel, as described in B.3.2.1		Estimated Hours	Total Amount
Principal			
Project Manager			
Junior Analyst			
Research Assistant			
TOTAL			

B.3.2.1 KEY PERSONNEL

The contractor shall provide pricing for the proposed key personnel categories or equivalent for labor categories. Factor the hourly rates into the above Price Schedule (B.3.1) as the labor categories relate to each line item.

C: SCOPE OF WORK

C.1 GOALS/OBJECTIVES/OUTCOMES

The District of Columbia is spread over an area of 68.3 sq. miles with a population of 633,000 and increasing with 1,100 people moving every single day to the District. The Washington DC metro area has a total population of 5.7 million. The District is primarily an urban arterial environment with approximately 1,500 miles of roadway of which only 31 miles are interstates and freeways. In terms of ITS assets, there are a total of approximately 1600 signalized intersections, 271 miles of communication cables and 6 operation centers. Unlike other major metropolitans, the District owns and maintains its copper cable-based network including conduits, cabinets and related devices throughout the city.

DDOT requires a comprehensive assessment of its existing infrastructure and a review and evaluation of the current state of its cyber preparedness with regard to a cyber-incident, in a range from system hacking to a terrorist attack. Additionally, DDOT requires contractor recommendations to add additional capabilities to detect and prevent in real time any future hacking of its Cyber Physical System (CPS). The assessment requires specific tasks covering the following range of threats and exploits to be conducted to determine the aforementioned potential security vulnerabilities.

C.1 (a) IDENTIFIED THREATS

Threat source	Description
C.1 (b) Bot-network operators	Bot-net operators use a network of compromised, remotely controlled systems, referred to as a bot-net, to coordinate attacks and to distribute phishing schemes, spam, and malware attacks. The services of these networks are sometimes made available on underground markets (e.g., purchasing a denial-of-service attack or services to relay spam or phishing attacks).
C.1 (c) Business competitors	Companies that compete against or do business with a target company may seek to obtain sensitive information to improve their competitive advantage in various areas, such as pricing, manufacturing, product development, and contracting.
C.1 (d) Criminal groups	Organized criminal groups use spam, phishing, and spyware/malware to commit identity theft, online fraud, and computer extortion.

- C.1 (e) Hackers** Hackers break into networks for the thrill of the challenge, bragging rights in the hacker community, revenge, stalking, monetary gain, and political activism, among other reasons. While gaining unauthorized access once required a fair amount of skill or computer knowledge, hackers can now download attack scripts and protocols from the Internet and launch them against victim sites. Thus, while attack tools have become more sophisticated, they have also become easier to use.
- C.1 (f) Insiders** A disgruntled or corrupt organization insider is a source of computer crime. The insider may not need a great deal of knowledge about computer intrusions because his or her knowledge of a target system is sufficient to allow unrestricted access to cause damage to the system or to steal system data. The insider threat includes malicious current and former employees and contractors hired by the organization, as well as careless or poorly trained employees who may inadvertently introduce malware into systems.
- C.1 (g) Nations** Nations use cyber tools as part of their information-gathering and espionage activities. In addition, several nations are aggressively working to develop information warfare doctrines, programs, and capabilities. Such capabilities enable a single entity to have a significant and serious impact by disrupting the supply, communications, and economic infrastructures that support military power— impacts that could affect the daily lives of citizens across the country. In his January 2012 testimony, the Director of National Intelligence stated that, among state actors, China and Russia are of particular concern.
- C.1 (h) Phishers** Individuals or small groups execute phishing schemes in an attempt to steal identities or information for monetary gain. A phisher may also use spam and spyware or malware to accomplish their objectives.
- C.1 (i) Spammers** An individual or organization that distributes unsolicited e-mail with hidden or false information in order to sell products, conduct phishing schemes, distribute spyware or malware, or attack organizations (e.g., a denial of service).
- C.1 (j) Spyware or malware authors** Individuals or organizations with malicious intent carry out attacks against users by producing and distributing spyware and malware.

C.1 (k) Terrorists A terrorist seeks to destroy, incapacitate, or exploit critical infrastructures in order to threaten national security, cause mass casualties, weaken the economy, and damage public morale and confidence. The terrorist may use phishing schemes or spyware/malware in order to generate funds or gather sensitive information.

C.1 (l) IDENTIFIED EXPLOITS

Exploit source	Description
C.1 (m) Denial of service	An attack that prevents or impairs the authorized use of networks, systems, or applications by exhausting resources.
C.1 (n) Distributed denial of service	A variant of the denial-of-service attack that uses numerous hosts to perform the attack.
C.1 (o) Phishing	A digital form of social engineering that uses authentic-looking, but fake, e-mails to request information from users or direct them to a fake website that requests information.
C.1 (p) Trojan Horse	A computer program that appears to have a useful function, but also has a hidden and potentially malicious function that evades security mechanisms by, for example, masquerading as a useful program that a user would likely execute.
C.1 (q) Virus	A computer program that can copy itself and infect a computer without the permission or knowledge of the user. A virus might corrupt or delete data on a computer, use an e-mail program to spread itself to other computers, or even erase everything on a hard disk. Unlike a computer worm, a virus requires human involvement (usually unwitting) to propagate.
C.1 (r) Worms	A self-replicating, self-propagating, self-contained program that uses network mechanisms to spread. Unlike a computer virus, a worm does not require human involvement to propagate.
C.1 (s) Exploits affecting the information security supply chain	The installation of hardware or software that contains malicious logic (like a logic bomb, Trojan Horse, or a virus) or an unintentional vulnerability (the result of an existing defect, such as a coding error) or that may be counterfeited. A supply chain threat can also come from a failure or disruption in the production of a critical product, or a reliance on a malicious or unqualified service provider for the performance of technical services.

Offeror should address the threats and exploits [C.1(b) thru C.1(s)] listed above in the assessment.

C.1.1 SYSTEM DOCUMENTATION PHASE

The Contractor shall require the development of inventory documents detailing various devices by types of assets as listed below and their IP addresses and connections. The connections show how devices are connected to the District's Traffic Management Center. This task will not require physical inventory collection. DDOT has the following traffic system assets along various arterials and freeways in District.

- C.1.1a Traffic signal cabinets (~1700)
- C.1.1b Dome CCTV (~170)
- C.1.1c Vehicle Detection Stations (~144)
- C.1.1d Permanent Count Stations (~30)
- C.1.1e Dynamic Message Signs (13)
- C.1.1f Portable DMS signs (~40)
- C.1.1g Critical Infrastructure Project Cameras (84)

In addition to these devices at many locations repeaters and modems are used to boost signal strength on the copper network. DDOT anticipates that the contractor shall provide a graphic representation of devices and connections in an editable document that the District shall be able to easily update the system upon adding new devices in future.

C.1.2 RISK ASSESSMENT PHASE

Evaluate security vulnerabilities under three scenarios described below

- C.1.2a Intruder gains access to field devices and obtains credentials to access the DDOT operations system network.
- C.1.2b Intruder gains access to field devices running on cellular service and has obtained credentials to access the DDOT operations system network.
- C.1.2c Intruder gains access to the DDOT operations system network through devices in the DDOT Traffic management center.

In each case, the Contractor shall evaluate the impact of above three scenarios and produce a report to show how each scenario would compromise network security.

C.1.2d Evaluate potential security vulnerabilities and provide measures for next generation equipment's listed below

C.1.2(d)(1) LTE Cellular Modems

C.1.2(d)(2) DCR Radio used for V2I communication

C.1.3 SAFEGUARD DETERMINATION PHASE

The Contractor shall analyze current DDOT security policy and provide a detailed report on deficiencies in current DDOT Operations System Network security related policies and recommendations to improve the policies to meet acceptable security standards and industry best practices.

C.1.4 The Contractor shall develop a detailed report to address current and future security challenges and solutions for securing DDOT's Operations System Network. The report shall as a minimum include the following:

C.1.4a Recommendations to address security concerns on technology and infrastructure of DDOT

C.1.4b Recommendations for DDOT to prepare for V2I technology implementation in terms of security

C.1.4c Different practical alternatives to meet above recommendations and cost estimate for each alternatives

C.1.4d Cyber security self-assessment questionnaire to be used by DDOT that encompasses both architecture and traffic management assets

C.2 DEFINITIONS AND ABBREVIATIONS

A. **LTE** : Long Term Evolution
Standard for wireless communication of high-speed data.

B. **DCR** : Digital Cable Radio

C. **V2I** : Vehicle-to-Infrastructure
The wireless exchange of critical safety and operational data between vehicles and highway infrastructure.

D. **NIST** : National Institute of Standards & Technology

An institution responsible for developing standards and guidelines, including minimum requirements, for providing adequate information security for all agency operations and assets.

E. **ISO/IEC 27001:2013** : International Organization for Standardization
International Electrotechnical Commission
An information security standard published 25 September 2013.

F. **ITS**: Intelligent Transportation Systems

C.3 STANDARDS

The Contractor shall ensure that all work is legally defensible and in full compliance with the applicable standards, including for example. Recommended standards:

- a. NIST Cyber security framework
- b. ISO/IEC 27001:2013

C.4 [Omitted]

C.5 SUBCONTRACTED WORK

The Contractor shall not issue any of the Contractor's work to any Subcontractor without the prior written consent of the Contracting Officer. Any work 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 agreement shall specify that the Contractor and the Subcontractor 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 work. Copies of subcontracts shall be made available for review at any time by representatives of the FHWA.

D: PACKAGING AND MARKING
Not applicable.

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)

F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The Term for this Contract shall be for a period of one year (12) months from date of award as specified on the cover page of this Contract.

F.2 Options are not applicable to this award.

F.3 Deliverables

All Deliverables shall be in a form and manner acceptable to DDOT. The Contractor shall complete the tasks and provide the Deliverables specified below to the Contract Administrator (CA) and the designated persons or entities as instructed by the CA, within the designated benchmarks. These incremental benchmarks may be adjusted accordingly, in consultation with the Contract Administrator.

Two (2) months: the following requirements are expected to be completed within this timeframe.

F.3a Electronic format and print format of report showing current conditions. (C.1.1)

F.3b Electronic copy of all the IP address and current communication network. The format should clearly show field equipment to server side. (C.1.1)

Two (2) months: the following requirements are expected to be completed within this timeframe.

F.3c Provide a demo of vulnerabilities on DDOT's current operations system network and report on impact on DDOT network if assets are compromised at various personnel level. C.1.2)

F.3d Provide report on impact if assets are compromised at various level of access. (C.1.2)

Three (3) months: the following requirements are expected to be completed within this timeframe.

F.3e Key findings summary (bullet point format) using the following headings:

F.3f(1) Organizationally (C.1.3)

F.3f(2) Social Impact (transitioning the existing work culture to be aware of the cyber threats through proper training) (C.1.4)

F.3f(3) Suggested policy initiatives (C.1.4)

F.3f Assess any other connected devices (Internet of Things) or transmitting platforms such as cloud services (C.1.4)

F.3g Electronic format report showing specific recommendation to improve the DDOT operations system network. (C.1.4)

F.3.1 Assessment Project should not include:

F.3.1a In field physical inventory survey and/or assessments

F.3.1b No assessments of IT devices which include desktops, laptops, tablets, cell phones, etc., that are not part of the traffic management infrastructure

F.3.1c No cost estimates of cyber security solution recommended in this report. The assessment IS NOT a proposed solution.

F.3.2 Bi-Weekly status reports will at a minimum contain status of progress in performance of services and any issue that hinders the progress of the Contractor

G: CONTRACT ADMINISTRATION

G.1. Invoice Payment

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the 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.

G.2.2 To constitute a proper invoice, the Contractor shall submit the three (3) paper copies and one (1) electronic copy of the following information:

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 Invoice cover sheet – including Contract number and title, invoice number, invoice period, total amount invoiced for current period, total amount invoiced to date, total contract value and Contractor's authorized signature.

G.2.2.3 Payment breakdown - includes Work Activity Identification, Activity Name, percent complete, amount invoiced for specific activity during current period, remaining amount to be invoiced and copies of paid invoices to subcontractors and suppliers.

G.2.2.4 Monthly progress schedule update, monthly DBE Status report if applicable, inclusive of copies of DDOT DBE Contractor Payment Form if applicable, progress photographs and other supporting documentation or information, as required by the Contracting Officer (CO) or Contracting Officer's Technical Representative (CA).

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

G.2.2.8 Authorized signature

DDOT may withhold invoice payment if the Contractor does not submit any of the documents listed above.

G.3 PAYMENT

G.3.1 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.3.2 The District will pay the Contractor on or before the thirtieth 30th business day after receiving a proper invoice from the Contractor. Payment of invoices will be withheld pending a signed acceptance and approval of all services by the CA. The District reserves the right to conduct post payment reviews or audits.

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 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers.

G.5.1 The contact information for the Contracting Officer is:

William Sharp
Contracting Officer
55 M Street, SE, Suite 700S
Washington, DC 20003
Telephone No.: 202-671-2270
william.sharp@dc.gov

G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO):

G.6.1 The CO is the only person authorized to approve changes in any of the requirements of this Contract.

G.6.2 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.6.3 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.7 CONTRACT ADMINISTRATOR (CA)

G.7.1 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.7.1.1 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.7.1.2 Coordinating Site entry for Contractor personnel, if applicable;

G.7.1.3 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.7.1.4 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.7.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (Site, data, equipment) and invoice or vouchers.

G.7.2 The address and telephone number of the CA is:

Brook Hailemariam
55 M Street, SE, 6th Floor
Washington, DC 20003
brook.hailemariam@dc.gov

G.7.3 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.
6. Authorize the use of District property, except as specified under the Contract.

G.7.4 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. 16 date of revision 7/8/2015 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 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 For contracts for services in the amount of \$300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service’s (DOES), in which the Contractor shall agree that:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the First Source Register; and

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

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The contractor agrees that at least 51% of the new employees hired to perform this contract shall be District residents.

H.5.5 The Contractor’s hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 With the submission of the contractor's final request for payment from the District, the Contractor shall:

H.5.6.1 Document in a report to the CO its compliance with its Employment Agreement; or

H.5.6.2 Submit a request to the CO for a waiver of compliance with its Employment Agreement, which must include the following documentation:

- (a)** Material supporting a good faith effort to comply;
- (b)** Referrals provided by DOES and other referral sources; and
- (c)** Advertisement of job openings listed with DOES and other referral sources.

H.5.7 The CO may waive the provisions of its Employment Agreement if the CO finds that:

H.5.7.1 DOES has certified that the contractor has demonstrated a good faith effort to comply;

H.5.7.2

- (a)** The Contractor is located outside 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;
- (b)** None of the contract work was performed inside the Washington Standard Metropolitan Statistical Area;
- (c)** The contractor published each job opening or part-time work needed for seven (7) calendar days in a District newspaper of city-wide circulation; and
- (d)** DOES certifies that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have the means to travel to the onsite job; or

H.5.7.3 The Contractor enters into a special workforce development training or placement arrangement with DOES.

H.5.8 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment

Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.9 If the contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the contractor fails to meet its hiring requirements.

H.5.10 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.11 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 Disputes**.

H.5.12 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

SECTION I: CONTRACT CLAUSES

I.1 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia. In accordance with D.C. Official Code §2-352.02, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

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 non-public information relating to any employee, customer, vendor, or agent of the District in absolute confidence and shall not use the information in connection with any matter other than as required by the performance of this Contract; nor shall it disclose any such information except as required by law.

The Contractor agrees that it, its personnel, agents or representatives will not, at any time during the term of this Contract or after its termination, reveal, divulge, or make known to any person, firm, corporation or other business organization, any trade secrets, cost figures and projections, profit figures and projections or any other secret, confidential or proprietary information whatsoever, of the District of Columbia, used or gained by the Contractor during performance under this Contract. Contractor further covenants and agrees to retain all such knowledge and information acquired during and after the term of this Contract respecting such trade secrets, or any secret, confidential or proprietary information whatsoever in trust for the sole benefit of the District of Columbia. The above prohibition of disclosure shall not apply to the extent that the Contractor must disclose such data to a governmental authority or a court of competent jurisdiction.

Contractor acknowledges and agrees that a breach of this Section by a party or its personnel, agents or representatives is highly likely to cause significant, irreparable harm to the District of Columbia and that the District shall be entitled to temporary, preliminary and/or injunctive relief, or any other equitable remedy deemed appropriate by a reviewing court, to prevent a breach or threatened breach of this Section in order to protect its interests in its Confidential Information.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. 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. 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. Contractor agrees not to assert any rights in common law or in equity in such data. 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 shall 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 shall 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. 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 Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- 1.5.8** In addition to the rights granted in Section 1.5.6 above, 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 1.5.6 above, under any copyright owned by 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, 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 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.
- 1.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, Contractor shall use this clause, 1.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or Contractor's rights in that subcontractor data or computer software which is required for the District.
- 1.5.10** For all computer software furnished to the District with the rights specified in Section 1.5.5, Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section 1.5.5. For all computer software furnished to the District with the restricted rights specified in Section 1.5.6, the District, if 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 shall 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.
- 1.5.11** 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 Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 [omitted]

I.8 INSURANCE

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 subcontractor to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1 Commercial General Liability Insurance

The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising

Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.8.1.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

I.8.1.3 Workers' Compensation Insurance

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

I.8.1.4 Employer's Liability Insurance

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

I.8.1.5 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence with the District of Columbia as an additional insured.

I.8.1.6 Professional Liability Insurance (Errors & Omissions)

The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate for each wrongful act.

I.8.2 Duration

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

I.8.3 Liability

These are the required minimum insurance limits required by the District of Columbia. HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS SHALL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

I.8.4 Contractor's Property

Contractors and subcontractor 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 or leased equipment. A waiver of subrogation shall apply in the favor of the District of Columbia.

I.8.5 Measure of Payment

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.8.6 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or shall be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.8.7 Certificates of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the CO.

I.8.8 Disclosure of Information

The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any

damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractor in the performance of this Contract

I.9 FHWA TERMS

This Contract is anticipated to be wholly or partially funded by the FHWA. All contractual provisions required by the FHWA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests that would cause the District to be in violation of the FHWA terms and conditions.

Each and every provision required by the FHWA to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If any provision of this Contract shall be such as to effect non-compliance with any FHWA requirement, such provision shall not be deemed to form part hereof, but the balance of this Contract shall remain in full force and effect.

The Contractor shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract. The most recent Federal laws, regulations, policies, and administrative practices apply to this Contract at any particular time, unless FHWA issues a written determination otherwise. All standards or limits within this document are minimum requirements, unless modified by the FHWA.

I.10 CIVIL RIGHTS

The Contractor will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT- funded program or activity on the basis of race, color, national origin, religion, sex, disability, or age:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Contractor also agrees to comply with the prohibitions against discrimination on the basis of drug abuse, as provided in 21 U.S.C. 1101 et seq., and on the basis of alcohol abuse, as provided in 42 U.S.C. 4541 et seq.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age and comply with 42 U.S.C. 6101 et seq. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Contractor also will comply with the prohibitions against discrimination on the basis of disability as provided in 29 U.S.C. 794.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

I. 11. 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, excluding its principles of choice of laws, except as to any provisions hereof which are governed by the laws of the United States of America, as to which provisions such laws of the United States shall govern.

I.12 ORDER OF PRECEDENCE

Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below.

1. An applicable Court Order, if any
2. The contract between and signed by the District and the Contractor, awarded in response to DCKA-2015-R-0051, exclusive of attachments.
3. The District Standard Contract Provisions for Use with the Supplies and Services Contracts (December 2014) (Ed.FF), except to the extent that there is a conflict between the laws of the United States and any provision, federal law shall govern.
4. Contract attachments other than those described above.
5. Modifications and Change Orders
6. RFP, as amended
7. Offeror's BAFOs (in order of most recent to earliest)
8. Offeror's Proposal

In determining whether a conflict exists between Contract Documents, to the extent that a Contract Document can reasonably be interpreted as requiring Contractor to provide higher quality items than otherwise required by other Contract Documents or to perform services in addition to those otherwise required by other Contract Documents, or otherwise contains terms which DDOT considers to be more advantageous than the requirements of the other Contract Documents, there shall not be considered a conflict between or among Contract Documents, and Contractor's obligations hereunder shall include compliance with all such statements and terms.

Additional details and more stringent requirements contained in a lower priority document will control unless the requirements of the lower priority document present an actual conflict with the requirements of the higher level document (i.e. it is not possible to comply with both requirements). Notwithstanding the order of precedence

among Contract Documents set forth in this Section, in the event of a conflict among any standard or specification applicable to the Project, DDOT shall have the right to determine, in its sole discretion, which provision applies regardless of the order of precedence of the documents in which such standards are referenced. Contractor shall request in writing DDOT's determination respecting the order of precedence involving the referenced standards promptly upon becoming aware of any such conflict.

SECTION J: ATTACHMENTS

The following attachments are incorporated into the solicitation by reference. If an attachment requires completion and/or execution, Contractor must submit the completed and/or executed attachment with its offer.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No., 2005-2103 Modification No. 16, dated 7/8/2015 http://www.wdol.gov/wdol/scafiles/std/05-2103.txt
J.3	Tax Certification Affidavit Available at www.ocp.dc.gov click on "Required Solicitation Documents"
J.4	Certification Of Bidder Regarding Equal Employment Opportunity
J.5	Past Performance Evaluation Form
J.6	Certification For Lobbying
J.7	Non Collusion Affidavit
J.8	Certification Regarding Debarment

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Bidder/Offeror Certification Form available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.I 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

1. Proposal submissions shall be 8.5- by 11-inch format and typewritten with the type font size being no smaller than 12 point, other than in tables and figures, which may be prepared using 10-point font size type; 11- by 17-inch format is acceptable for drawings. Support letters provided from parties outside the United States may be submitted in A4 format, and design drawings may be submitted on roll plots not to exceed 34 inches wide (such design drawings shall also be submitted on CD or DVD in PDF format and in Bentley MicroStation V8 format). Printed lines may be single-spaced. Each 11- by 17-inch foldout will be considered one page.

Offerors will be required to submit separately from the technical portion of their respective proposals (a) a copy of their pricing portion of their proposal. The technical portion of the proposal consists of everything other than an Offeror's Price information (b) Offer Letter and required documents.

2. Offerors shall submit one (1) original and two (2) copies of the proposals in a sealed envelope or package conspicuously marked "Response to Solicitation No. DCKA-2015-R-0051." The Offeror shall separate the proposal response into in four (4) parts; titled and grouped as follows:
 - 1) Offer Letter and required documents (see L.2.1.1.) shall be submitted in individual binders conspicuously marked: "Offer Letter in response to Solicitation No. DCKA-2015-R-0051."
 - 2) Technical Proposals shall be submitted in individual binders conspicuously marked: "Technical Proposal" in Response to Solicitation No DCKA-2015-R-0051.

- 3) Price Proposals shall be submitted in individual binders conspicuously marked: "Price Proposal in Response to Solicitation No. DCKA-2015-R-0051."
 - 4) Two (2) electronic copies of items 1, 2, and 3 noted above shall be provided and clearly labeled the same as the hard copies of items 1, 2, 3.
3. Offerors are directed to the specific Proposal evaluation criteria found in Section M. 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. Proposal documents shall contain concise written material, enabling a clear understanding and evaluation of the capabilities of Offeror and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness, in all Proposal documents, are essential.

L.2.1 Proposal Instructions

L.2.1.1 Offer Letter.

Offerors should submit with their proposal an Offer Letter on the Offeror's letterhead that includes the following information and documentation.

- L.2.1.1.1** The name, address, telephone number and federal tax identification number of Offeror.
- L.2.1.1.2** The individual who will serve as the Offeror's Point of Contact (POC), and who is authorized to negotiate on its behalf with the District in connection with this request for proposals (list names, titles, and all contact information for the authorized negotiators).
- L.2.1.1.3** The signature of an authorized representative of the Offeror's organization. All signatures shall be original and in ink.
- L.2.1.1.4** As applicable identification of the Offeror's structure as a corporation, LLC, general partnership, joint venture, or other form of organization. If the offeror is a foreign entity, identify its structure, place of formation, and all places in which it is registered to do business.
- L.2.1.1.5** 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 §§47-2861 through 47-2866 if the Offeror was 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.

L.2.1.1.6 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.2.1.1.7 Offerors shall provide the required documentation stated in Section and complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.1.2 Technical Proposal

The Technical Proposal shall not exceed a page limitation 75 pages. No page limit applies to appendices and exhibits. The Offeror shall submit under a separate cover titled "Technical Proposal," the following Sections: Experience and References, Proposed Key Personnel, and Technical Approach.

For each contract relied upon, Offeror must include contract number, period of performance, contact name, address, email address, phone and fax numbers.

For the Key Personnel, Offeror shall submit a list of key personnel to be assigned to perform each CLIN and resumes of proposed persons outlining relevant experience and qualifications to perform the required services.

L.2.1.3 Price Proposal

Under separate cover, the Offeror shall include a price proposal following the format described in Section B.

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 2:00 PM, on Wednesday December 30 2015 to the specific designated location (bid room at 55 M St, SE, Washington DC 20003). 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 or more of the following circumstances apply:

1. The Proposal or modification was sent by registered or certified mail not later than the 2:00 PM December 30, 2015.

2. The Proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District.
3. 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

The Offeror assumes the sole responsibility for timely delivery of its Proposal, regardless of the method of delivery. 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 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.4.1 PROPRIETARY INFORMATION

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:

4. "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.
5. 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.4.2 PROPRIETARY INFORMATION DELINEATION

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.5 [Omitted]

L.6 PROPOSAL PROTESTS

Any actual or prospective Offeror or 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, NW, Suite 350 North, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.7 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 (Page 1, A17). 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.8 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT (FOIA) 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), which requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable FOIA exemption under §2-534(a) (1).

L.9 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment or addenda 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. 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.10 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 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.11 FAMILIARIZATION WITH CONDITIONS

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

L.12 GENERAL STANDARDS OF RESPONSIBILITY

The Offeror must demonstrate to the satisfaction of the District that it is responsible in accordance with the requirements of 27 DCMR § 2200. Therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District. If the Offeror fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based on available information. **If the available information is insufficient to make a determination of responsibility, the CO shall designate the Offeror as non-responsible.**

- L.12.1** Evidence of adequate financial resources, credit, or the ability to obtain such resources as required during the performance of the Contract
- L.12.2** 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.12.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them
- L.12.4** Evidence of compliance with the applicable District licensing and tax laws and regulations
- L.12.5** Evidence of a satisfactory performance record, record of integrity, and business ethics
- L.12.6** Evidence of the necessary production, construction, and technical equipment and facilities or the ability to obtain them
- L.12.7** Evidence of other qualifications and eligibility criteria necessary to receive an Award under applicable laws and regulations.

L.13 RECOMMENDED EXPERIENCE

DDOT prefers that the vendor provides personnel with:

- 4 years or more of professional/academic experience in cyber security field.
- Demonstrated Research capability in both academic and practical arenas through either subject publications on cyber physical systems OR through cyber security projects in other DOTs.
- Demonstrated work experience working with ITS devices, integration and connected vehicle work.

L.14 QUESTIONS AND ANSWERS

All written questions in reference to this solicitation are due on or before 5:00 PM December 16, 2015. Responses will be issued December 18, 2015 by 5:00 PM. All questions shall be sent to the Contract Specialist . Include the solicitation number in your subject line.

L.15 PRE-PROPOSAL CONFERENCE

Not Applicable

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.

M.2 Evaluation Criteria

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

M.2.1 Technical Criteria (85 Total Points Maximum)

Experience and references (45 points): Offerors will be evaluated based on their experience and references in cyber security and ITS field as mentioned in section L.13. The evaluation will be based on but not limited to offerors previous security research work, experience in ITS field, wireless devices and connected vehicles. Offerors should provide past performance subject matter expertise gained in the previous four (4) years.

Proposed key personnel (25 points): Offerors will be evaluated based on the information submitted, whether the key personnel have the necessary qualifications for and experience in managing and performing the scope of work. Offerors will also be evaluated on whether proposed methods and processes to replace key personnel will be sufficient to produce the Deliverables.

Technical approach (15 points): An Offeror will be evaluated based on whether its proposal demonstrates proper planning, execution, adjustment, monitoring and performance that are likely to produce the Deliverables timely and in compliance with all contract requirements.

M.2.2 Price Criteria (15 Total Points Maximum)

Initial Twelve Month Term or Actual Period of Performance: Total of CLINS 1-5

The price evaluation will be objective. Actual points assigned to each Offeror will be computed in accordance with the following formula. The Offeror with the lowest price (determined on the basis of the calculation below) will receive the maximum price points. All other proposals will receive a proportionately lower total score.

Lowest price proposal

$$\frac{\text{Price of proposal being evaluated}}{\text{Lowest price proposal}} \times 15 = \text{Evaluated price score}$$

M2.3

Technical Rating Scale

<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 cyber threats or exploits in the assessment
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 requirement and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.