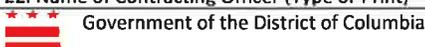


<b>A. SOLICITATION, OFFER, AND AWARD</b>				1. Caption Design and Installation of CCTV Cameras and Vehicle Detectors in the District			Page of Pages  1 of 47				
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market			
				<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source  <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		<b>9 /16/2015</b>		<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 <sup>th</sup> Floor Washington, DC 20003						
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>26</u> copies for furnishing the supplies or services in the Schedule will be received at the address in section 8 above until <u>4:00pm</u> local time on <b>9/24 /2015</b>											
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			
		Carl Brown, Contract Specialist			(Area Code) 202		(Number) 671-2278	(Ext)	Carl.Brown@dc.gov		
<b>11. Table of Contents</b>											
(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	24				
X	B	Contract Type, Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS							
X	C	Specifications/Work Statement	4	X	J	List of Attachments	34				
x	D	Packaging and Marking	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS							
X	E	Inspection and Acceptance	11			Representations, Certifications, and Other Statements of Offerors	35				
X	F	Period of Performance and Deliverables	12	X	K						
X	G	Contract Administration	14	X	L	Instructions, Conditions, and Notices to Offerors	36				
X	H	Special Contract Requirements	18	X	M	Evaluation Factors	45				
<b>OFFER</b>											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>270</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.											
13 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)	(Ext)									
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>											
19. Accepted as to Items Numbered				20. Amount			21. Accounting and Appropriation				
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date			
											

**B. CONTRACT TYPE AND PRICE**

**B.1 PROCEDURES, INTERNAL AUDIT DIVISION, CONTRACT REVIEW**

The District Department of Transportation (DDOT) is seeking proposals for the services of a licensed consulting or construction firm (hereinafter “Contractor”) with technical expertise in the area of intelligent transportation systems (1) to design and install CCTV cameras at 36 locations in the District, (2) to design and install vehicle detection stations at about 18 locations in the District, and (3) to perform system integration of new CCTV cameras and vehicle detection stations into the current traffic management system. More information about DDOT can be found on DDOT’s website at <http://ddot.dc.gov>.

**B.2 FIRM FIXED PRICE CONTRACT**

The District contemplates award of a cost plus contract with a performance period of one year.

**B.3 PRICE SCHEDULE**

**B.3.1 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.

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
<b>0001</b>	Design of foundation of camera mounting poles, cabinets, communications, wiring connections for installation of 36 CCTV cameras.	\$_____
<b>0002</b>	Furnish and install CCTV cameras and other related devices at 36 locations	\$_____
<b>0003</b>	Perform system integration of new CCTV cameras into the current traffic management system	\$_____
<b>0004</b>	Design of vehicle sensor supporting poles, cabinets, communications, wiring connections for installation of 18 Vehicle Detection Stations.	\$_____
<b>0005</b>	Furnish and install vehicle detection sensors, communication devices and other related devices at 18 locations	\$_____
<b>0006</b>	Perform system integration of new vehicle detection stations into the current traffic	\$_____

	management system	
<b>Grand Total</b>		<b>\$ _____</b>

**B.3.2.1 KEY PERSONNEL**

Provide hourly rate for the proposed key personnel.

**C: SCOPE OF WORK**

**C.1 DESIRED GOALS/OBJECTIVES/OUTCOMES**

The purpose of this Request for Proposal (RFP) is to select a Contractor with experience in the field of intelligent transportation systems to perform design and installation of 36 CCTV cameras and 18 vehicle detection stations at critical locations which will be provided by District Department of Transportation. DDOT's goal is to improve the efficiency and effectiveness of DDOT traffic operations and incident management by application of intelligent transportation system technology. The following objectives should be achieved through the implementation of the project:

- DDOT uses the latest vehicle detection technology to monitor the traffic condition and collect traffic volume, speed, occupancy and other data.
- DDOT use new CCTV cameras to increase coverage for detecting traffic incidents.
- The newly installed CCTV cameras will be integrated seamless into DDOT's Advanced Transportation Management System (ATMS).
- Design of new devices should follow ITS standards and the latest MUTCD.

**C.2 DEFINITIONS AND ABBREVIATIONS**

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

- a) ATMS  
ATMS shall mean Advanced Traffic Management System
- b) CapTOP  
CapTOP shall mean Capitol Traffic Operation Platform
- c) CCTV  
CCTV shall mean Closed Circuit Television
- d) COTS  
COTS shall mean Commercial-Off-The-Shelf
- e) DBE  
DBE shall mean Disadvantaged Business Enterprise
- f) DSL  
DSL shall mean Digital Subscriber Line

- g) FHWA  
FHWA shall mean Federal Highway Administration of the United States  
Department of Transportation
- h) GIS  
GIS shall mean Geographic Information System
- i) IP  
IP shall mean Internet Protocol
- j) ITS  
ITS shall mean Intelligent Transportation Systems
- k) MUTCD  
MUTCD shall mean Manual on Uniform Traffic Control Devices
- l) NTCIP  
NTCIP shall mean National Transportation Communication for ITS  
Protocol
- m) NTP  
NTP shall mean Notice To Proceed
- n) PEPCO  
PEPCO shall mean Potomac Electric Power Company
- o) PMP  
PMP shall mean Project Management Plan
- p) PS&E  
PS&E shall mean Project Scheduling and Estimating packages
- q) RFI  
RFI shall mean Request for Information
- r) RFP  
RFP shall mean Request for Proposals
- s) SOP  
SOP shall mean Standard Operation Procedure
- t) SOW

SOW shall mean Statement of Work

- u) TBD  
TBD shall mean To Be Determined
- v) TMC  
TMC shall mean Traffic Management Center
- w) XML  
XML shall mean Extensible Markup Language

**C.3 STANDARDS**

The Contractor shall ensure that all design and construction work to follow the national and the District standards and guides:

- (1) Manual of Uniform Traffic Control Devices (2010)
- (2) NTCIP (e.g., 1201, 1205)
- (3) DDOT Standard Specifications for Highways and Structures

**C.4 SERVICES**

**C.4.1 Conduct System Design for Installation of New CCTV Cameras**

The Contractor should perform system design for installation of new cameras at the following locations:

Index	Location	Latitude	Longitude
1	North Capital & Florida	38.910439	-77.008894
2	North Capital & Michigan	38.926066	-77.004861
3	North Capitol & K St	38.902516	-77.009127
4	North Capitol St by Michigan Ave	38.936175	-76.992397
5	North Capitol & Irving St	38.932121	-77.005428
6	Georgia & Florida	38.916268	-77.021907
7	14th & Ust DC	38.917097	-77.031711
8	MLK Bridge	38.860891	-76.9941457
9	Independence Ave SW and 23rd St	38.8870347	-77.0502389
10	Penn. Ave. SE @ 29th	38.871839	-76.966604
11	Naylor Rd. & Good Hope	38.859776	-76.968268

12	Maine Ave SW and Raoul Wallenberg Pl	38.8843958	-77.0337812
13	South Dakota and Bladensburg Rd NE	38.925118	-76.965146
14	East Capitol St and Behinde RFK	38.8898072	-76.9687856
15	East Capitol Street and Minnesota Ave N	38.889983	-76.951908
16	Maryland Ave and 8th Street NE	38.895377	-76.994968
17	Pa Ave and 11th Street SE	38.882656	-76.991536
18	Pa Ave and 14th Street SE	38.896109	-77.031962
19	Benning Rd and Southern Ave SE	38.873579	-76.934285
20	East Capitol street and 4th Street SE	38.889807	-77.000577
21	M street and 4th Street SW	38.886353	-77.017566
22	Maine Ave SW and 9th Street SW	38.880412	-77.024864
23	Suitland Pkwy and Stanton Rd SE	38.853338	-76.983326
24	New Hampshire Ave And Missouri NW	38.955176	-77.010296
25	RC Pkwy and P Street NW	38.9096799	-77.0503464
26	Near Columbus Circle	38.896755	-77.006063
27	Canal Road and Arizona Ave NW	38.924829	-77.107113
28	Delacarla Pkwy and Loughboro Rd NW	38.93575	-77.106409
29	8th and Mass Ave /Constitution Ave NE	38.892014	-76.991533
30	M St and 16th St	38.9055723	-77.0365491
31	Columbia road and 16th St NW	38.926554	-77.036473
32	Constitution Ave and Henry Bacon Dr NW	38.8921017	-77.0479667
33	Jefferson Dr SW and 14th St	38.8886069	-77.0319915
34	G St NW and 9th St NW	38.8984479	-77.0239609
35	14th and K St NW	38.9025465	-77.031962
36	Georgia and Kennedy St NW	38.956226	-77.0280513

DDOT has right to change the cameras locations before the design work starts.

The design work should cover foundations and structures of camera mounting poles, communication cabinets, all necessary hardware and software and all interfaces/connections to the communication systems.

#### **C.4.2 Construct Camera Poles**

Upon DDOT approval of the design documents, the contractor should construct the camera mounting poles at all locations according to the plan sheets.

#### **C.4.3 Furnish and Install New Cameras and Communication Devices**

The Contractor should procure new CCTV cameras, modems/switches, and other necessary hardware and software units for DDOT, and perform installation of them in the field and in the Traffic Management Center.

#### **C.4.3 Integrate CCTV Camera into the Current Traffic Management System**

The Contractor should perform system integration and make sure the newly installed cameras can be accessible to TMC operators through DDOT Advanced Transportation Management System. After implementation of this project, DDOT operators should be able to perform PTZ operations remotely through DDOT Advanced Transportation Management System. The contractor shall develop as-built drawings and submit it to DDOT after the implementation.

#### **C.4.4 Perform Design of Non-intrusive Vehicle Detection Stations**

DDOT intends to install non-intrusive vehicle detectors on the new camera poles. The Contractor should also perform technology research on different types of traffic detectors and provide recommendations to DDOT. The contractor should investigate the constructability of detectors at each location. At locations where installation of vehicle detectors is feasible, the contractor should develop design documents for installation of vehicle detectors on the camera poles.

It is estimated that DDOT can install new vehicle detection stations at 18 locations. DDOT has the right to determine the locations for the design.

The final design documents should include plan sheets for each location, specifications for hardware and software for installation of vehicle detectors, and engineer's cost estimate for system construction.

#### **C.4.5 Furnish and Install Vehicle Detectors**

The Contractor should procure new vehicle detection sensors and all other hardware and software units for DDOT, and perform installation of them in the field and in the TMC if necessary.

#### **C.4.6 Perform System Integration of New Vehicle Detection Stations**

The Contractor should perform system integration of those new and vehicle detectors so that the traffic detection data (e.g., volumes, counts, classifications, speed, and occupancy) can be transmitted and saved into the DDOT data servers which reside in DDOT TMC at the Reeves Center. The Contractor should conduct system testing after installation to make sure the systems perform as expected. The contractor shall develop as-built drawings and submit it to DDOT after the implementation.

#### **C.4.7 Conduct Training**

The Contractor should provide a total of 4 days training on maintenance and operation of the newly built CCTV cameras and vehicle detection stations (Two days for CCTV system and another two days for vehicle detection stations).

vehicle as-built drawings and submit it to DDOT after the testing is successful. The Contractor should provide system trainings to DDOT traffic operators and ITS maintenance staff.

#### **C.5 SUBCONTRACTED WORK**

The Contractor shall not subcontract 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 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 work. Copies of subcontracts shall be made available for review at any time by representatives of the FHWA.

**D: PACKAGING AND MARKING**

Not applicable.

**E: INSPECTION AND ACCEPTANCE**

- E.1** Clause 6, Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated December 2014, ed.FF.
- E.2.** Performance monitoring will be conducted by the Contract Administrator or OCFO personnel.

**F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The Term for this Contract shall be for a period of twelve (12) months 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 one (1) six (6) month period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F .2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F .2.3** The price for the option period shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed twenty four (24) months.

**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 time frames:

Item Number	Deliverable - for preliminary and final documents	Due Date	Method of Delivery
1	Plan Sheets for Installation of CCTV Cameras	3 Months after NTP	Electronic and hard copy
2	Plan Sheets for Installation of Vehicle Detection Stations	3 Months after NTP	Electronic and hard copy

Item Number	Deliverable - for preliminary and final documents	Due Date	Method of Delivery
3	Bill of Material	4 Months after NTP	Electronic and hard copy
4	CCTV System		
5	Vehicle Detection Stations		
6	As-built drawings	12 months from start date	Electronic and hard copy
7	Manuals and Training Documents	12 months from start date	Electronic and hard copy

**F.3.1** 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. Invoices shall be prepared in duplicate and submitted to the Agency's Chief Financial Officer (CFO) with concurrent copies to the CA specified in Section G.9. The address of the CFO is:

Office of the Chief Financial Officer/Agency CFO  
Accounts Payable  
55 M St, SE, 7<sup>th</sup> Floor  
Washington, DC 20003

**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:

Carl Brown  
Contracting Officer  
55 M Street, SE, Suite 700S  
Washington, DC 20003  
Telephone No.: 202-671-2278  
[carl.brown@dc.gov](mailto:carl.brown@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:

Jason Tao, Phd.  
55 M Street, SE, 6th Floor  
Washington, DC 20003  
(202) 671-1489  
Jason.tao@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 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 02005-2103, Modification No. 16 dated 7/08/2015 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 by reference as Attachment J.4. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein. 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**

**H.3.1.** The Freedom of Information Act (FOIA) under federal law, at 5 U.S.C. § 552, applies to agencies and departments of the Executive Branch of the US Government, including FHWA. FOIA establishes a presumption that records in the possession of such agencies and departments are available to the public, subject to certain exemptions. FHWA has adopted a policy of clear presumption of disclosure on all FOIA requests. Therefore, all records in the possession of FHWA pertaining to this procurement may be disclosed under FOIA, except to the extent specifically exempted from disclosure under the act, which exemptions include trade secrets and commercial or financial information obtained from a person that is privileged or confidential. To the extent such information of the Contactor is included in the executed Contract or otherwise provided to FHWA or other federal agency or department pursuant to this procurement, and the Contractor wishes to protect it from disclosure, the Contractor shall clearly mark such records "Exempt from Disclosure under FOIA."

**H.3.2.** The District of Columbia Freedom of Information Act (FOIA), 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 District of Columbia FOIA. 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 CO. 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 DCMR.

#### **H.4 RULES OF CONTACT**

Starting on the date this RFP is issued, and ending on the earliest of (1) execution and delivery of the Contract, (2) rejection of all offers by the District, or (3) cancellation of the RFP, the rules of contact set forth below shall apply. The rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, e-mail, social media, instant messages, texts, or formal written communication. No correspondence or information from DDOT or anyone representing DDOT regarding the RFP or the procurement process in general shall have any effect unless it is in compliance with this Section.

The specific rules of contact are as follows:

1. Offeror nor any of its team members may communicate with another Offeror or its team members with regard to the RFP or either team's offer, except that (i) Subcontractors that are shared between two or more Offeror teams may communicate with their respective team members so long as those Offerors establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams and (ii) this prohibition does not apply to public discussions regarding the RFP at any DDOT-sponsored informational meetings.
2. Each Offeror shall designate one representative to be responsible for all communications between the Offeror and DDOT, and such designated representative shall correspond with DDOT regarding the RFP only through DDOT's Authorized Representative.
3. No Offeror or representative thereof shall have any ex-parte communications regarding the RFP or the procurement described herein with any member of the Council of the District of Columbia ("Council"), Stakeholder, or with any DDOT

staff, advisors, contractors, or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance by the Authorized Representative or the CA, in his/her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP or participation in public meetings of the Council or any public or Offeror workshop related to the RFP. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of DDOT.

4. Offerors shall not contact any of the Stakeholders regarding the solicitation, including employees, representatives, members, and consultants of the Stakeholders, except as specifically approved in advance by DDOT in writing
5. Any communications determined by DDOT, in its sole discretion, to be improper may result in disqualification.
6. Any official information regarding the solicitation will be disseminated from DDOT's office on DDOT letterhead, on the RFP Web site or on the Project Web site. Any official correspondence will be in writing, on DDOT letterhead.
7. DDOT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

#### **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.
- H.13 AUDITS AND RECORDS**
- H.13.1** Records: As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H.13.2** Examination of Costs: If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

**H.13.3** Cost or pricing data: If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

**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.

**1.5.6** 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:

**1.5.6.1** 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;

**1.5.6.2** 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;

**1.5.6.3** 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.

**1.5.7** The restricted rights set forth in section 1.5.6 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.

**1.5.12** 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.

**1.5.13** Paragraphs 1.5.6, 1.5.7, 1.5.8, 1.5.11 and 1.5.12 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

**1.6 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.

**1.7 [omitted]**

**1.8 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.

**1.8.1 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**

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) Solicitation No.:DCKA-2015-R-0073 , as amended
- (6) Contractor's Proposal dated \_\_\_\_\_

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.

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 <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination-WD No. 02005-2103, Modification No. 16 dated 7/08/2015
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice
J.4	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.5	Tax Certification Affidavit

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 Bidder/Offeror Certification Form available at [www.ocp.dc.gov](http://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 and (b) responses to the Special Standards of Responsibility defined in Section L.13. The technical portion of the proposal consists of everything other than an Offeror's (a) Offer Letter and required documents, (b) response to the pricing portion, and (c) response to the Special Standards of Responsibility.**

2. Offerors shall submit one (1) original and eight (3) copies of the proposals in a sealed envelope or package conspicuously marked "Response to Solicitation No. DCKA-2015-R-0018." 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-0073."

- 2) Responses to Special Standards of Responsibility shall be provided in individual binders conspicuously marked: "Special Standards of Responsibility in response to Solicitation No. DCKA-2015-R-0073."
  - 3) Technical Proposals shall be submitted in individual binders conspicuously marked: "Technical Proposal" in Response to Solicitation No DCKA-2015-R-0073.
  - 4) Price Proposals shall be submitted in individual binders conspicuously marked: "Price Proposal in Response to Solicitation No. DCKA-2015-R-0073."
  - 5) Two (2) electronic copies of items 1, 2, 3 and 4 noted above shall be provided and clearly labeled the same as the hard copies of items 1, 2, 3 and 4.
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** 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 p.m., on Wednesday October 14, 2015 to the specific designated location. 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 fifth (5th) day before the date specified for receipt of proposals.
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 PROPOSALS WITH OPTION PERIODS**

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

#### **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 4<sup>th</sup> 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 SPECIAL STANDARDS OF RESPONSIBILITY**

As an initial matter, the District will evaluate whether the Offeror has demonstrated with clear and convincing evidence that the Offeror meets the Special Standards of

Responsibility as defined below, as of the date of submission of its initial Proposal. **If the District determines that an Offeror does not meet the Special Standards, the District will deem that an Offeror's proposal is nonresponsive and the proposal shall not be evaluated.**

#### **L.13.1 Criteria**

The Offeror must submit under a separate cover titled "Special Standards of Responsibility" clear and convincing evidence to the satisfaction of the District that it meets the following criteria as of the date of submission of its proposal. If the District determines that an Offeror does not meet the Special Standards of Responsibility, the District will deem that the Offeror's proposal is nonresponsive and shall not evaluate the proposal further. This criteria is in addition to the general standards of responsibility set forth in Section L. 12.

- If Offeror is a corporation or partnership, it has (a) the required license, registration or certification to transact business in the District of Columbia, (b) an exemption from such requirement, (c) it intends to submit to the District prior to contract award the documentation stated in either (a) or (b).

#### **L.13.2 Minimum Evidence**

An Offeror must provide the following evidence:

- If the Offeror is a corporation or partnership it shall provide either (a) a copy of its license, registration or certification to transact business in the District of Columbia, (b) evidence of its exemption from such requirement, or (c) certification of its intent to submit to the District prior to contract award the documentation stated in either (a) or (b). 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.
  - Following notification from the District of selection for contract award, the District will notify Offeror of the date the District is submitting the proposed contract with Offeror for Council approval. If Offeror submitted the certification as stated in (c), within ten (10) days of that date, Offeror must submit to the Contracting Officer the documentation stated in (a) or (b) above. Offeror's failure to timely submit the foregoing information shall render the Offeror non-responsive and disqualify Offeror from contract award.
- At least one State FHWA Contract.
- For each contract, Offeror must submit the following evidence:
  - Three copies of the Lead Contractor Work History Form completed and signed by Offeror, providing descriptions of the projects.

- A copy of a contract for one of the projects reference in the completed Work History Form. Offeror may omit contract attachment.
- A contemporaneous final evaluation of Offeror by the State department of transportation for each of the referenced contracts. If the State did not produce a contemporaneous evaluation, then DDOT in its discretion may accept for consideration a Past Performance Form completed and signed by the State, Attachment J.11.

**L.14 QUESTIONS AND ANSWERS**

All written questions in reference to this solicitation are due on or before 2:00pm October 2, 2015. Responses will be submitted the following week. All questions shall be sent to the Contract Specialist at [kirk.benson@dc.gov](mailto:kirk.benson@dc.gov). Include the solicitation number in your subject line.

**L.15 PRE-PROPOSAL CONFERENCE**

The pre-proposal conference will be held on Tuesday September 28, 2015 from 2:00 pm until 4:00 pm. The conference will take place at the below address:

55 M Street, SE  
7th Floor, Room 750  
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.

**Technical Rating**

The Technical Rating Scale is as follows:

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

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 for 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.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.

Points	Subfactors
10	Understanding of DDOT CCTV system and overall ITS systems
10	Previous experience in CCTV design and installation
10	Knowledge in communication networks
10	Knowledge and experience in system integration
5	Locality

**Proposed key personnel (25 points):** Offerors will be evaluated based on the information submitted in response to L.2.1, 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.

**M.2.2 Price Criteria (15 Total Points Maximum)**

**Initial Twelve Month Term: Total of CLINS 1-5 (12 Points)**

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

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

**Six Month Option Period (3 Points)**

The price evaluation will be objective. Actual points assigned to each Offeror will be computed in accordance with the following formula. For purposes of the evaluation only, the four hourly rates of the Key Personnel will be averaged. The Offeror with the lowest average rate (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 average rate

$$\frac{\text{Average rate of proposal being evaluated}}{\text{Lowest average rate}} \times 3 = \text{Evaluated price score}$$