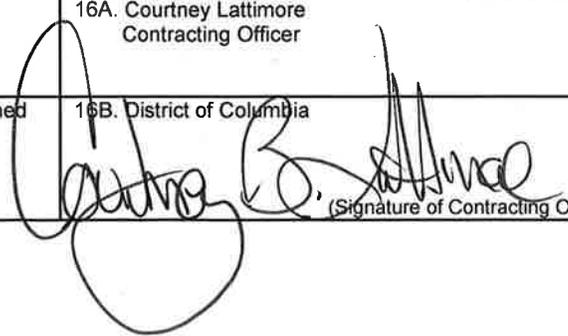


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>		1. Contract Number DCKA-2016-R-0014	Page of Pages 1   1
2. Amendment/Modification Number  Amd 5	3. Effective Date  See 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Digital Transit Display(DTD)/ Sidewalk Information Touch Screen (SITS)
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 OITI 55 M Street, SE 7 <sup>th</sup> floor Washington, DC
8. Name and Address of Contractor (No. street, city, county, state and zip code)		<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. DCKA-2016-R-0014 <input type="checkbox"/> 9B. Dated (See Item 11) 2/8/2016 <input type="checkbox"/> 10A. Modification of Contractor/Order No. <input type="checkbox"/> 10B. Dated (See Item 13)	
Code	Facility		
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 CONTRACTS/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.)  <b>The solicitation number: DCKA-2015-R-0014 is hereby amended as follows:</b>  1. Revised solicitation (PAGES 2R THRU 45R). 2. Pre-proposal conference June 2, 2016 @ 1:00.			
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. Courtney Lattimore Contracting Officer	
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed
(Signature)		 (Signature of Contracting Officer)	5/25/16

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

- B.1** The Government of the District of Columbia (District), the District Department of Transportation (DDOT), on behalf of the Office of Information Technology and Innovation (OITI) seeks the services of a contractor to install and configure a digital transit display (DTD) at 1100 4<sup>th</sup> Street, SW, Washington, DC 20024 and configure a free standing sidewalk information touch screen (SITS) at Eastern Market Metro station plaza (701 Pennsylvania Avenue, SE Washington, DC 20003).
- B.2** The District Government contemplates the award of one firm fixed price contract for the services specified with payment based on the complete installed solution as forth in the SCHEDULE below. The contractor shall provide all specified services required by the District.
- B.3** **PRICE SCHEDULE-FIRM FIXED PRICE**

**B.3.1 BASE PERIOD- PRICE SCHEDULE**

**BASE PERIOD**

**DIGITAL TRANSIT DISPLAY**

CLIN	DTD	Item Description	Total Price
0001		DTD custom configuration	
0002		Construction of customized enclosure	
0003		Hardware configuration and installation	
0004		Implementation	
0005		Training	

TOTAL

**SIDEWALK INFORMATION TOUCH SCREEN**

CLIN	SITS	Item Description	Total Price
0006		SITS operational software and programming	
0007		Construction of customized enclosure	
0008		Software and hardware configuartion and installation	
0009		Website and browser developmet	
0010		Implementation	
0011		Training	

GRAND TOTAL

**B.3.2 OPTION PERIOD 1- MAINTENANCE**

**OPTION 1**

**DIGITAL TRANSIT DISPLAY-MAINTENANCE**

<b>CLIN</b>	<b>DTD</b>	<b>Item Description</b>	<b>ITEMIZED PRICE</b>
1001		LATEST SOFTWARE UPGRADES	
1002		TROUBLESHOOT AND RESOLVE ALL SOFTWARE GLITCHES AND/OR BUG FIXES/ PATCHES	
1003		MAINTAIN A 99% UPTIME PERFORMANCE FOR SOFTWARE AND HARDWARE	
1004		TROUBLESHOOT AND/OR REPLACE ANY HARDWARE MALFUNCTION OR OUTSTANDING ISSUES	
1005		HOST THE SOFTWARE IN A SECURE ENTERPRISE CLOUD ENVIORMENT	

TOTAL

**SIDEWALK INFORMATION TOUCH SCREEN- MAINTENANCE**

<b>CLIN</b>	<b>SITS</b>	<b>Item Description</b>	<b>ITEMIZED PRICE</b>
1006		LATEST SOFTWARE UPGRADES	
1007		TROUBLESHOOT AND RESOLVE ALL SOFTWARE GLITCHES AND/OR BUG FIXES/ PATCHES	
1008		MAINTAIN A 99% UPTIME PERFORMANCE FOR SOFTWARE AND HARDWARE	
1009		TROUBLESHOOT AND/OR REPLACE ANY HARDWARE MALFUNCTION OR OUTSTANDING ISSUES	
1010		HOST THE SOFTWARE IN A SECURE ENTERPRISE CLOUD ENVIORMENT	

TOTAL

**B.3.3 OPTION PERIOD 2- MAINTENANCE**

**OPTION 2**

**DIGITAL TRANSIT DISPLAY-MAINTENANCE**

CLIN	DTD	Item Description	ITEMIZED PRICE
2001		LATEST SOFTWARE UPGRADES	
2002		TROUBLESHOOT AND RESOLVE ALL SOFTWARE GLITCHES AND/OR BUG FIXES/ PATCHES	
2003		MAINTAIN A 99% UPTIME PERFORMANCE FOR SOFTWARE AND HARDWARE	
2004		TROUBLESHOOT AND/OR REPLACE ANY HARDWARE MALFUNCTION OR OUTSTANDING ISSUES	
2005		HOST THE SOFTWARE IN A SECURE ENTERPRISE CLOUD ENVIRONMENT	
<b>TOTAL</b>			

**SIDEWALK INFORMATION TOUCH SCREEN- MAINTENANCE**

CLIN	SITS	Item Description	ITEMIZED PRICE
2006		LATEST SOFTWARE UPGRADES	
2007		TROUBLESHOOT AND RESOLVE ALL SOFTWARE GLITCHES AND/OR BUG FIXES/ PATCHES	
2008		MAINTAIN A 99% UPTIME PERFORMANCE FOR SOFTWARE AND HARDWARE	
2009		TROUBLESHOOT AND/OR REPLACE ANY HARDWARE MALFUNCTION OR OUTSTANDING ISSUES	
2010		HOST THE SOFTWARE IN A SECURE ENTERPRISE CLOUD ENVIRONMENT	
<b>TOTAL</b>			

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE**

The District Department of Transportation's (DDOT) Office of Information Technology and Innovation (OITI) seeks the services of a contractor to install and configure a Digital Transit Display (DTD) at 1100 4<sup>th</sup> Street, SW and configure free-standing Sidewalk Information Touchscreens (SITS) at the Eastern Market Metro Station plaza, located at 701 Pennsylvania Avenue, SE.

### **C.2 APPLICABLE DOCUMENTS**

N/A

### **C.3 DEFINITIONS**

N/A

### **C.4 BACKGROUND**

DDOT has a need to provide dynamic transportation information tools to District of Columbia residents and visitors that will enhance economic development, transit options and the vitality of the communities where the units are installed.

The DTD and SITS will provide citywide transit information systems offering real-time schedules, route mapping, emergency information and access to DDOT, and DDOT-related, websites. The DTD and an SITS will provide residents and visitors with user-friendly tools to make informed transit choices about all of the District's multi-modal transportation options, including Metrorail, MetroBus, DC Circulator, Capital Bikeshare, taxicab, carshare and pedestrian networks.

In addition, the DTD and SITS are key assets for building neighborhood economies and promoting cultural points of interest, community events and historic sites by providing an easily accessible transportation information tool for residents and visitors.

### **C.5 REQUIREMENTS**

#### ***DIGITAL TRANSIT DISPLAY (DTD)***

**C.5.1** The contractor shall create a turnkey DTD project that include the following:

- C.5.1 (a) custom configuration;
- C.5.1 (b) construction of customized enclosure;
- C.5.1 (c) hardware installation and configuration;
- C.5.1 (d) implementation; and
- C.5.1 (e) training.

**C.5.2 CUSTOM CONFIGURATION FOR DTD**

- C.5.2.1** The Contractor shall provide a custom layout in portrait format designed to fit on a monitor no larger than 80" x 40".
- C.5.2.2** The Contractor shall display DDOT's Ride DC Dashboard Portal software or compatible solution which must be approved by the Contract Administrator before implementation.
- C.5.2.3** The Contractor shall provide a DTD display that includes the following transit data feeds and features:
- C.5.2.3(a)** Local Metrobus
  - C.5.2.3(b)** Metrorail
  - C.5.2.3(c)** Capital Bikeshare
  - C.5.2.3(d)** Car 2 Go
  - C.5.2.3(e)** Carsharing Locations
  - C.5.2.3(f)** DC Circulator
  - C.5.2.3(g)** Date
  - C.5.2.3(h)** Time
  - C.5.2.3(i)** Weather
- C.5.2.4** The Contractor shall provide a software solution that includes a customized module that enables designated Community groups (which will be named later) to update public-facing content using a Content Management System (CMS) which shall include:
- C.5.2.4(a)** Client remote access;
  - C.5.2.4(b)** Dedicated CMS server;
  - C.5.2.4(c)** Access to the CMS Text Manager (to update text content);
  - C.5.2.4(d)** Access to the CMS Image Manager (to update image content); and
  - C.5.2.4(e)** Server-side setup and configuration and display computer configuration (configured and shipped to site for installation).

**C.5.3 CONSTRUCTION OF CUSTOMIZED ENCLOSURE FOR DTD**

- C.5.3.1** The Contractor shall construct a customized enclosure for the DTD, which protects the unit hardware from all effects of weather, electrical malfunctions, and human tampering.

**C.5.4 HARDWARE INSTALLATION AND CONFIGURATION FOR DTD**

- C.5.4.1** The Contractor shall be responsible of all aspects of configuration and installation of the DTD unit (monitor screen and computer), as well as establishing the hosting environment for the displays.

**C.5.5 IMPLEMENTATION FOR DTD**

**C.5.5.1** The Contractor shall ensure complete implementation of the DTD within ninety (90) days of contract award.

**C.5.5.2** The Contractor shall provide ongoing maintenance and troubleshooting, as determined necessary by the Contract Administrator (CA) or designee.

**C.5.6 TRAINING FOR DTD**

**C.5.6.1** The Contractor shall provide CMS training to selected Community Group, along with DDOT personnel no later than September 20, 2016.

***SIDEWALK INFORMATION TOUCHSCREENS (SITS)***

**C.5.7** The Contractor shall provide a turnkey SITS project solution that includes the following scope of services:

**C.5.7.1 (a).** Operational software and programming;

**C.5.7.1 (b).** Construction of customized enclosure;

**C.5.7.1 (c).** Software and hardware installation and configuration;

**C.5.7.1 (d).** Website/browser development assistance;

**C.5.7.1 (e).** Implementation; and

**C.5.7.1 (f).** Training.

**C.5.8 OPERATIONAL SOFTWARE AND PROGRAMMING FOR SITS**

**C.5.8.1** The Contractor shall provide a SITS software platform that supports the information program for operational requirements as described in section **C.5.2.4** for the DTD platform.

**C.5.8.2** The Contractor shall provide a SITS solution supported by the Microsoft Windows operating system. The Contractor's SITS solution shall also be compatible with smartphone applications.

**C.5.8.3** The Contractor's software solutions shall be readily upgradable for new applications, advertising and formatting.

**C.5.9 CONSTRUCTION AND MAINTENANCE OF CUSTOMIZED ENCLOSURE FOR SITS**

**C.5.9.1** The Contractor shall construct three (3) freestanding exterior fixtures (FEFs) to house three (3) wall mountable SITS each, which shall be no larger than 82" X 40". The FEFs shall be a minimum of 42" X 72".

**C.5.9.1(a)** The Contractor shall ensure each FEF is climate controlled and protect the SITS units from all effects of weather, electrical malfunctions and human tampering.

**C.5.9.2** The contractor shall provide 24/7 monitoring as well as ongoing maintenance and troubleshooting, as determined needed by the CA or designee.

### **C.5.10 SOFTWARE AND HARDWARE INSTALLATION AND CONFIGURATION FOR SITS**

**C.5.10.1** The Contractor shall handle the configuration and installation of the the SITS units. The Contractors shall also establish the hosting environment for the unit software.

**C.5.10.2** The Contractor shall also provide the following hardware for the SITS:

**C.5.10.2(a)** Marine quality speaker and amplifier;

**C.5.10.2(b)** Printer for maps and ticketing;

**C.5.10.2 (c)** Camera for security and user information;

**C.5.10.2 (d)** Wireless and solar powered capability; and

**C.5.10.2 (e)** Graphic wrap (design to be determined by CA before installation).

**C.5.10.3** The Contractor's software solution shall provide the following information upon selection:

**C.5.10.3(a)** "You are Here" assistance (with printable destination maps);

**C.5.10.3(b)** Promotion of entire area (District of Columbia and Metropolitan Washington) and all commercial, historic, religious and cultural areas within a 15 meter walk zone;

**C.5.10.3(c)** Easily accessible emergency assistance capability;

**C.5.10.3(d)** Event ticket sales and promotion capability;

**C.5.10.3(e)** Compatibility for smartphone downloads;

**C.5.10.3(f)** Map printing capability for transportation, historic, cultural or scenic touring uses;

**C.5.10.3(g)** Banner and promotional advertising capability;

**C.5.10.3(h)** Rolling billboards for advertising revenue capability;

**C.5.10.3(i)** Credit card processing capability;

**C.5.10.3(j)** Capacity for viewing restaurant reviews, specials, coupons and reservations;

**C.5.10.3(k)** Special event or promotional ticket sales and potential ticket sales capability;

**C.5.10.3(l)** A Community Bulletin Board, which will be populated in conjunction with community organizations which will be named at a later date;

**C.5.10.3(m)** Support branding and advertising campaign across different interlocking formats;

**C.5.10.3(n)** Promote special/community events with advertising and ticket sales;

**C.5.10.3(o)** Produce printed tickets, menus, tours, reservations and coupons; and

**C.5.10.3(p)** Social network messaging and "we are here" picture postcards.

**C.5.10.4** The contractor shall provide a hardware and software that shall support the following DDOT and transit-related information, which will be available for viewing, printing and downloading and will include the following:

**C.5.10.4.1.** Monitor shall display DDOT's rideDC Dashboard Portal software or compatible solution.

**C.5.10.4.2** Display shall include the following transit data feeds and features:

**C.5.10.4.2(a).** Local Metrobus

**C.5.10.4.2 (b).** Metrorail

**C.5.10.4.2 (c).** Capital Bikeshare

**C.5.10.4.2 (d).** Car 2 Go

**C.5.10.4.2 (e).** Carsharing Locations

**C.5.10.4.2 (f).** DC Circulator

**C.5.10.4.2 (g).** Date

**C.5.10.4.2 (h).** Time

**C.5.10.4.2 (i).** Weather

**C.5.10.5** The Contractor's software solution shall include a customized module that enables a community group(s) (which will be named later) to update public-facing content using a content management system (CMS):

**C.5.10.5(a)** Client remote access;

**C.5.10.5(b)** Dedicated CMS server

**C.5.10.5(c)** Access to the CMS Text Manager (to update text content);

**C.5.10.5(d)** Access to the CMS Image Manager (to update image content); and

**C.5.10.5(e)** Server-side setup and configuration and display computer configuration (configured and shipped to site for installation).

## **C.6 WEBSITE AND BROWSER DEVELOPMENT ASSISTANCE FOR SITS**

**C.6.1** The contractor shall provide both website and browser development assistance the CA or designee as well as authorized community representatives as designated by the CA.

## **C.7 INSTALLATION OF SITS**

**C.7.1** The contractor shall install the enclosure (**C.5.9**) that will house the SITS system.

## **C.8 MAINTENANCE**

**C.8.1** The Contractor shall provide ongoing maintenance as required.

**C.9 WARRANTY**

**C.9.1** The Contractor shall provide a one year warranty for all work performed within the scope of this contract. The Contractor's warranty shall provide the contractual right for the correction of defects, notwithstanding any other requirement of the contract pertaining to acceptance of the goods or service by the District.

**SECTION D: PACKAGING AND MARKING**

**NOT APPLICABLE**

**SECTION E: INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE REQUIREMENTS**

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)

**SECTION F: DELIVERIES OR PERFORMANCE****F.1 TERM OF CONTRACT**

The term of the contract shall be for a base period of one hundred twenty (120) days from date of award specified on the cover page of the contract.

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

**F.2.1** The District may extend the term of this contract for an additional two (1) year option periods, by written notice (the "Renewal 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 the option, the extended contract shall be considered to include this option provision.

**F.3 DELIVERABLES**

**DELIVERABLES- DTD/SITS to be performed simultaneously  
BASE PERIOD**

**SCHEDULE  
FROM AWARD  
DATE**

**DIGITAL TRANSIT DISPLAY**

CLIN	DTD	Item Description	
0001		DTD custom configuration	30 days
0002		Construction of customized enclosure	30 days
0003		Hardware configuration and installation	15 days
0004		Implementation	15 days
0005		Training	5 days
<b>TOTAL</b>			<b>95 days</b>

**SIDEWALK INFORMATION TOUCH SCREEN**

CLIN	SITS	Item Description	
0006		SITS operational software and programming	30 days
0007		Construction of customized enclosure	30 days
0008		Software and hardware configuration and installation	15 days
0009		Website and browser development	25 days
0010		Implementation	15 days
0011		Training	5 days
<b>TOTAL</b>			<b>115 days</b>

**SECTION G: CONTRACT ADMINISTRATION****G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

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

District Department of Transportation  
Office of the Controller/Agency CFO  
Reeves Center  
2000 14<sup>th</sup> Street, NW 6<sup>th</sup> flr  
202-671-2300

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

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

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

#### **G.4.1 PARTIAL PAYMENTS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

(b)(1) "Payment will be made on completion and acceptance of each item in Accordance with the agreed upon delivery schedule".

- c) Presentation of a properly executed invoice.

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

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original

copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

## **G.6 THE QUICK PAYMENT CLAUSE**

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

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

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

**Courtney Lattimore, Contracting Officer  
Office of Contracting & Procurement  
District Department of Transportation  
55 M St., S.E., 7<sup>th</sup> Floor  
Washington, D.C. 20003  
202-671-2270**

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority

and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINSTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

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

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

**Name: Jose Colon**  
**Title: Chief Information Officer**  
**Agency: District Department of Transportation**  
**Address: 55 M St., SE, 7<sup>th</sup> floor**  
**Telephone: 202-671-2270**

**G.9.3** The CA shall NOT have the authority to:

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

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work

performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 2015-4281 Rev. 3 dated 4/8/2016, 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 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer

software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

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

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

**I.6** The restricted rights set forth in section I.5.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract \_\_\_\_\_ with \_\_\_\_\_; and

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

**I.6.1** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.6.2** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

- I.6.3** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.4** 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.6.5** 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.6.6** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.7 OTHER CONTRACTORS**

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

**I.8 SUBCONTRACTS**

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

District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.9 INSURANCE**

Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

**I.9.1 Commercial General Liability Insurance**, as applicable \$1,000,000 limits per occurrence, District added as an additional insured.

**I.9.2 Automobile Liability Insurance**, as applicable \$500,000 per occurrence combined single limit.

**I.9.3 Worker's Compensation Insurance**, as applicable according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

**I.9.4 Umbrella/ Excess Liability Insurance**, as applicable \$5,000,000 limits per occurrence.

## **I.10 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.1.4. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.11 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), (vendor) License Agreement, the Contract Clauses (Section I), and the most current SCP.

**I.12 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. (2005-4281, Revision 2, dated 12/29/2015) issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment J.1.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

**I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

**I.14 GOVERNING LAW**

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

**SECTION J – LIST OF ATTACHMENTS**

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2015-4281 Rev. 3 dated 4/8/2016,
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”

**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.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

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

#### **L.1.2 Initial Offers**

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

### **L.2 PROPOSAL ORGANIZATION AND CONTENT**

***One (1) original, two (2) hard copies and one (1) electronic version*** of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Electronic proposals will not be accepted. Each proposal shall be submitted in sealed packaging conspicuously marked: "Proposal in Response to Solicitation No. **DCKA-2016-R-0014, "DIGITAL TRANSIT DISPLAY/ SIDEWALK INFORMATION TOUCH SCREEN, name of offeror."**

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response, following the format described in this section. Proposal documents shall contain concise written material, enabling a clear understanding and evaluation of the capabilities of the Offeror and the characteristics and benefits of the Offeror's proposal. Legibility, clarity and completeness, in all proposal documents, are essential.

#### **L.2.1.2 Technical Proposal**

The Technical Proposal shall not exceed seventy-five (75) pages, inclusive of appendices and exhibits. Offerors shall separate the technical proposal submission into the following sections:

- A. Experience and References (45 points)**

- i. Project Understanding – Offerors should demonstrate understanding of transportation information delivery and discuss how it has previous one or multiple digital information systems coordinate community and governmental information sharing in commercial corridors. (15 points)
- ii. Qualifications. Offerors shall outline unique knowledge and capacity it possesses in the area of design and installation of information systems, highlighting experience designing, installing and maintaining with portable systems in commercial corridors. (15 points)
- iii. Past Performance. Offerors should reference no less than three (3) previous clients within the last five (5) years, preferably city or state municipalities, wherein similar services were successfully provided. Offerors shall have references complete the attached Past Performance Evaluation Form and return it directly to the attention of Kirk Benson, Contract Specialist ([Kirk.Benson@dc.gov](mailto:Kirk.Benson@dc.gov)). Completed Past Performance Evaluations ***are not*** to be submitted with the technical proposal. (15 points).

**B. Technical Approach (30 points)**

- i. Offerors shall discuss its proposed methodology delivering and subsequently maintaining the DTD and SITS systems. Offerors methodology should include project management, design, deployment, training, documentation, and ongoing support. Offerors shall propose a complete approach and describe how the project will be completed, all deliverables successfully met, within the desired timeframes.

**L.2.1.3 Price Proposal**

The price proposal shall not exceed 10 pages. Offerors shall complete and submit the following as its price proposal:

- i. Completed Section B.3.1
- ii. Supporting Cost Breakdown to include:
  1. Initial cost of equipment to be delivered FOB destination within 5 days of award
  2. Cost of ongoing testing and calibration after installation  
Cost of integration with existing ATMS infrastructure.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation: ([kirk.benson@dc.gov](mailto:kirk.benson@dc.gov)). D.C. Official Code §2-

536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

#### **L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

##### **L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be received in the bid room no later than the closing date and time. DDOT will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

**L.4.1.2** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

##### **L.4.2 Withdrawal or Modification of Proposals**

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

##### **L.4.3 Late Proposals**

The DDOT will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

##### **L.4.4 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.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email to ([kirk.benson@dc.gov](mailto:kirk.benson@dc.gov)). The prospective offeror should submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than 8 days before the date set for submission of proposals. The District will furnish responses that will be posted on the OCP website (<http://app.ocp.dc.gov/RUI/information/scf/SolNumRespond.asp>). An amendment will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

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

**L.7 PROPOSALS WITH OPTION YEARS**

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

**L.8 PROPOSAL PROTESTS**

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

**L.9 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.10 RETENTION OF PROPOSALS**

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

**L.11 PROPOSAL COSTS**

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

**L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

**Courtney Lattimore, Contracting Officer  
Office of Contracting & Procurement  
District Department of Transportation  
55 M St., S.E., 7<sup>th</sup> Floor  
Washington, D.C. 20003  
202-671-2270**

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.14 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's

best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.16 FAMILIARIZATION WITH CONDITIONS**

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

#### **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**SECTION M: EVALUATION FACTORS****M.1 EVALUATION OF AWARD**

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

**M.2 TECHNICAL RATING**

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.3 EVALUATION CRITERIA**

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

**M.3.1 Technical/ Personnel Criteria (75 Total Points Maximum)**

**M.3.1.1 Experience and References (45 points):** Offerors will be evaluated based on their experience and references.

**Experience and References**

Points	Factors (divided into sub-factors designated by point value)	
15	1	<b>Project Understanding-</b> in depth understanding of transportation information delivery and discuss how it has previous one or multiple digital information systems coordinate community and governmental information sharing in commercial corridors.
15	2	<b>Qualifications-</b> Offerors shall outline unique knowledge and capacity it possesses in the area of design and installation of information systems, highlighting experience designing, installing and maintaining with portable systems in commercial corridors.
15	3	<b>Past Performance-</b> Offerors should reference no less than three (3) previous clients within the last five (5) years, preferably city or state municipalities, wherein similar services were successfully provided. Offerors shall have references complete the attached Past Performance Form and return it directly to the attention of Kirk Benson, Contract Specialist (kirk.benson@dc.gov). Completed Past Performance Evaluations <b>ARE NOT</b> to be submitted with the technical proposal

**M.3.1.2 Technical Approach (30 points):** Offerors shall discuss its proposed methodology delivering and subsequently maintaining the DTD and SITS systems. Offerors methodology should include project management, design, deployment, training, documentation and ongoing support.

**M.3.2 Price Criteria (25 Total Points Maximum)**

**Initial Twelve Month Term: Total of CLINS 1-21**

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.

$$\begin{array}{r}
 \text{Lowest price proposal} \\
 \hline
 \text{Price of proposal being evaluated}
 \end{array}
 \times 15 = \text{Evaluated price score}$$

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

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

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint

venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.