

SOLICITATION, OFFER, AND AWARD		1. Caption Digital Transit display/ Sidewalk Information Touch Screen		Page of Pages 1 / 41	
2. Contract Number DCKA-2016-R-0014	3. Solicitation Number	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> EXEMPT <input type="checkbox"/> Emergency	5. Date Issued 02/08/16	6. Type of Market <input type="checkbox"/> GSA <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open Market	
7. Issued By: District Department of Transportation Contract Compliance Division 55 M Street, SE, suite 700 Washington, D.C. 20003		8. Address Offer to: District Department of Transportation Bid Room 55 M St., SE, 7th flr. Washington, D.C. 20003 Attn: Kirk Benson			

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the

bid counter located at NA until NA local time NA
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Kirk Benson	B. Telephone (Area Code) 202 (Number) 671-2268 (Ext)	C. E-mail Address kirk.benson@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment: 10 Calendar days % 20 Calendar days % 30 Calendar days % Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print) Courtney B. Lattimore	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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 4th 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.1.1 The District Government contemplates the award of a 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.1.2 The District will award one firm fixed price contract.

B.2 FIRM FIXED PRICE CONTRACT

B.3 PRICE SCHEDULE-FIRM FIXED PRICE

B.3.1 DELIVERABLE

Contract Line Item No. (CLIN)	Item Description	Budgeted time
0001	Weekly progress report which states benchmarks achieve that coincide with deliverable schedule	Weekly
0002	Project plan/ schedule for the scope of services (section C.3)	Week 1
0003	Training (sections C.8 and C.13)	Ongoing thru period of performance
0004	Software operational on platform installed and configured (section C.3 thru C.12)	6 months
0005	Beta testing (section C.12)	9 months
0006	Implementation (sections C.7 and C.14)	12 months

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 4th Street, SW, Washington, DC 20024, and configure a free-standing sidewalk information touch screen (SITS) at the Eastern Market Metro Station plaza (701 Pennsylvania Avenue, SE; Washington, DC 20003).

C.1.1 Definitions

CA: Contract Administrator
CMS: Content Management System
DDOT: District Department of Transportation
DTD: Digital Transit Display
FEF: Freestanding Exterior Fixture
OITI: Office of Information Technology and Innovation
SITS: Sidewalk Information Touch Screen

C.2 BACKGROUND

DDOT has a need to install a DTD in the Southwest Waterfront neighborhood and a SITS at the Eastern Market Metro Station plaza 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 they are installed in.

A DTD and a SITS will provide citywide transit information systems offering real-time schedules, route mapping, emergency information and access to DDOT, and DDOT-related, websites. A 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, a DTD and a 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.3 GENERAL REQUIREMENTS FOR DTD

C.3 The DTD is a turnkey project that includes, but is not limited to, the following scope of services:

- C.3 (a) custom configuration;
- C.3 (b) construction of customized enclosure;
- C.3 (c) hardware installation and configuration;

- C.3 (d) implementation; and
- C.3 (e) training.

C.4 CUSTOM CONFIGURATION FOR DTD

- C.4.1 Custom layout shall be provided in portrait format designed to fit on a monitor no larger than 80" x 40".
- C.4.2 Monitor shall display DDOT's Ride DC Dashboard Portal software or compatible solution.
- C.4.3 Display shall include the following Next Bus, Metrorail and other transit data feeds and features:
 - C.4.3 (a). Local Metrobus
 - C.4.3 (b). Metrorail
 - C.4.3 (c). Capital Bikeshare
 - C.4.3 (d). Car 2 Go
 - C.4.3 (e). Carsharing Locations
 - C.4.3 (f). DC Circulator
 - C.4.3 (g). Date
 - C.4.3 (h). Time
 - C.4.3 (i). Weather
- C.4.4 Software solution shall include a customized module that enables a Southwest Community group (which will be named later) to update public-facing content using a CMS (content management system):
 - C.4.4 (a). Client shall have remote access;
 - C.4.4 (b). Dedicated CMS server as needed;
 - C.4.4 (c). Access to the CMS Text Manager (to update text content);
 - C.4.4 (d). Access to the CMS Image Manager (to update image content); and
 - C.4.4 (e). Server-side setup and configuration and display computer configuration (configured and shipped to site for installation).

C.5 CONSTRUCTION OF CUSTOMIZED ENCLOSURE FOR DTD

- C.5 Construct a customized enclosure for the DTD, which protects the hardware from the various effects of weather (for example, rain, heat, cold, etc.), electrical malfunctions (for example, electrical overload or short circuit) and human tampering.

C.6 HARDWARE INSTALLATION AND CONFIGURATION FOR DTD

- C.6.1 Installation and configuration of the hardware (monitor screen and computer) to include:
 - C.6.1 (a). Configuration of the hardware in preparation for installation;

- C.6.1 (b). Shipping configured hardware to site; and
- C.6.1 (c). Establishing the hosting environment for the displays.

C.7 IMPLEMENTATION FOR DTD

- C.7.1 Install the enclosure.
- C.7.2 Install the computers and display.

C.8 TRAINING FOR DTD

- C.8.1 Train selected Southwest Community and DDOT staff on updating the content through CMS.

C.9 GENERAL REQUIREMENTS FOR SITS

- C.9.1 The SITS is a turnkey project that includes, but is not limited to, the following scope of services:
 - C.9.1 (a). Operational software and programming;
 - C.9.1 (b). Construction of customized enclosure;
 - C.9.1 (c). Software and hardware installation and configuration;
 - C.9.1 (d). Website/browser development assistance;
 - C.9.1 (e). Implementation; and
 - C.9.1 (f). Training.

C.10 OPERATIONAL SOFTWARE AND PROGRAMMING FOR SITS

- C.10.1 Software platform shall support information program for operational requirements described in section C.6.
- C.10.2 SITS shall be supported by Microsoft Windows operating system.
- C.10.3 SITS shall interact with future SITSs throughout the District and Washington Metropolitan region.
- C.10.4 Contractor shall develop SITS-related smartphone application and compatability.
- C.10.5 Contractor shall provide user metrics and analytics on use and advertising.
- C.10.6 Software shall be readily upgradable for new applications, advertising and formatting.

C.11 CONSTRUCTION AND MAINTENANCE OF CUSTOMIZED ENCLOSURE FOR SITS

- C.11.1 Contractor shall construct three freestanding exterior fixtures (FEFs). FEFs shall be a minimum 84" height and contain a weatherproof casing to contain two wall mountable color LED touch screens, which shall be at least 46".
- C.11.2 Customized enclosure should be climate controlled and protect the hardware from the various effects of weather (for example, rain, heat, cold, etc.), electrical malfunctions (for example, electrical overload or short circuit) and human tampering.
- C.11.3 Contractor shall provide 24/7 monitoring, warranty and maintenance plan.

C.12 SOFTWARE AND HARDWARE INSTALLATION AND CONFIGURATION FOR SITS

- C.12.1 Installation and configuration of the hardware (monitor screen and computer) shall include:
- C.12.1 (a). Configuration of the hardware in preparation for installation;
 - C.12.1 (b). Shipping configured hardware to site; and
 - C.12.1 (c). Establishing the hosting environment for the hardware.
- C.12.2 Hardware shall include:
- C.12.2 (a). Two wall mountable color LED touch screen monitors, which shall be at least 46";
 - C.12.2 (b). Marine quality speaker and amplifier;
 - C.12.2 (c). Printer for maps and ticketing;
 - C.12.2 (d). Camera for security and user information;
 - C.12.2 (e). Wireless and solar powered capability; and
 - C.12.2 (f). Graphic wrap (design to be determined before installation).
- C.12.3 Software shall include:
- C.12.3 (a). "You are Here" assistance (with printable destination maps);
 - C.12.3 (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.12.3 (c). Easily accessible emergency assistance capability;
 - C.12.3 (d). Event ticket sales and promotion capability;
 - C.12.3 (e). Compatibility for smartphone downloads;
 - C.12.3 (f). Map printing capability for transportation, historic, cultural or scenic touring uses;
 - C.12.3 (g). Banner and promotional advertising capability;
 - C.12.3 (h). Rolling billboards for advertising revenue capability;

- C.12.3 (i). Credit card processing capability;
 - C.12.3 (j). Capacity for viewing restaurant reviews, specials, coupons and reservations;
 - C.12.3 (k). Special event or promotional ticket sales and potential ticket sales capability;
 - C.12.3 (l). A Community Bulletin Board, which will be populated in conjunction with community organizations which will be named at a later date;
 - C.12.3 (m). Support branding and advertising campaign across different interlocking formats;
 - C.12.3 (n). Promote special/community events with advertising and ticket sales;
 - C.12.3 (o). Produce printed tickets, menus, tours, reservations and coupons; and
 - C.12.3 (p). Social network messaging and “we are here” picture postcards.
- C.12.4 Hardware and software shall support the following DDOT and transit-related information, which shall be available for viewing, printing and downloading:
- A. Monitor shall display DDOT’s rideDC Dashboard Portal software or compatible solution.
 - B. Display shall include the following Next Bus, Metrorail and other transit data feeds and features:
 - C.12.4 B.(a). Local Metrobus
 - C.12.4 B (b). Metrorail
 - C.12.4 B (c). Capital Bikeshare
 - C.12.4 B (d). Car 2 Go
 - C.12.4 B (e). Carsharing Locations
 - C.12.4 B (f). DC Circulator
 - C.12.4 B (g). Date
 - C.12.4 B (h). Time
 - C.12.4 B (i). Weather
- C.12.5 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.12.5 (a). Client shall have remote access;
 - C.12.5 (b). Dedicated CMS server as needed;
 - C.12.5 (c). Access to the CMS Text Manager (to update text content);
 - C.12.5 (d). Access to the CMS Image Manager (to update image content); and
 - C.12.5 (e). Server-side setup and configuration and display computer configuration (configured and shipped to site for installation).

C.13 WEBSITE AND BROWSER DEVELOPMENT ASSISTANCE FOR SITS

C.13.1 Contractor shall provide website and browser development assistance to DDOT staff and staff of a community group(s), which shall be named at a later date.

C.14 IMPLEMENTATION OF SITS

C.14.1 Install the enclosure.

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE REQUIREMENTS

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

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

The term of the contract shall be for a period of one (1) year base period 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 four (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.

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

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

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

G.2 INVOICE SUBMITTAL

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

Name: Office of the Chief Financial Officer/OCFO
Address: 55 M Street, SE 7th Floor, Washington, DC 20003
Telephone: (202) 671-2270

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

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

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.3.5.

G.3.2 No final payment shall be made to the Contractor until the 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 METHOD OF PAYMENT

G.4.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from date of award through one (1) year thereafter.

G.4.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.4.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods only if authorized in the Schedule.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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:

- G.6.1.1.1** the 3rd day after the required payment date for meat or a meat product;
- G.6.1.1.2** the 5th day after the required payment date for an agricultural commodity; or
- G.6.1.1.3** the 15th 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 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

G.6.2.1 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

G.6.2.2 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 lower-tier 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:

- G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3 the 15th 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.7 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract is:

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

G.9.2 The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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- (if applicable)**H.1 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer 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.2 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 designated in subsection G.9 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.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 *et seq.* (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the Contractor shall agree that:

H.3.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

H.3.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.3.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- H.3.3.1** Number of employees needed;
- H.3.3.2** Number of current employees transferred;
- H.3.3.3** Number of new job openings created;
- H.3.3.4** Number of job openings listed with DOES;
- H.3.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.3.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - H.3.3.6.1** Name;
 - H.3.3.6.2** Social Security number;
 - H.3.3.6.3** Job title;
 - H.3.3.6.4** Hire date;
 - H.3.3.6.5** Residence; and
 - H.3.3.6.6** Referral source for all new hires.

H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- H.3.5.1** Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- H.3.5.2** Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - H.3.5.3** Material supporting a good faith effort to comply;
 - H.3.5.4** Referrals provided by DOES and other referral sources;
 - H.3.5.5** Advertisement of job openings listed with DOES and other referral sources; and
 - H.3.5.6** Any documentation supporting the waiver request pursuant to section

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- H.3.6.1** A good faith effort to comply is demonstrated by the Contractor;
- H.3.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia

Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- H.3.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- H.3.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.
- H.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.7.
- H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.
- H.4** **HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**
- H.4.1** 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.4.1.1** 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.4.2** The Contractor shall negotiate an Employment Agreement with the 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.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, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 APPLICABILITY OF STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES

The Standard Specifications for Highways and Structures (SSHS), dated 2013, are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SSHS go to www.ddot.dc.gov, click on Engineering/Construction/Standards under the heading “Information”, then click on Standard Specifications for Highways and Structures.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 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.5 TIME

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

I.6 RIGHTS IN DATA

I.6.1

“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.6.2** 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.6.3** 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.6.4** 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.6.5** 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.6.6** 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.6.6.1** 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.6.6.2** 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.6.6.3** 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.6.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract _____ 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.6.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the

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.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** 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.3 **CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

I.12 **GOVERNING LAW**

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

SECTION J – LIST OF ATTACHMENTS**J.1 INCORPORATED AS A PART OF THE CONTRACT**

- J.1.1** The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, the District of Columbia Procurement Practices Reform Act of 2010, as amended, and Title 27 of the District of Columbia Municipal Regulations. www.ocp.dc.gov
- J.1.2** Wage Determination No. 2005-4281, Revision 2, dated 12/29/2015
- J.1.3** Living Wage Act of 2006 www.ocp.dc.gov
- J.1.4** Equal Employment Opportunity Information Report

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.I CONTRACT AWARD****L.1.1 Most Advantageous to the District**

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION, AND CONTENT

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

Offerors will be required to submit separately from the technical portion of their respective proposals (a) a copy of their pricing portion of their proposal 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 two (2) copies of the proposals in a sealed envelope or package conspicuously marked "Response to Solicitation No. DCKA-2016-R-0014." 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-2016-R-0014."
 - 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-2016-R-0014."

- 3) Technical Proposals shall be submitted in individual binders conspicuously marked: "Technical Proposal" in Response to Solicitation No DCKA-2016-R-0014.
 - 4) Price Proposals shall be submitted in individual binders conspicuously marked: "Price Proposal in Response to Solicitation No. DCKA-2016-R-0014."
 - 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.2.1.3a Price proposals are to fully divulge costs associated with providing the specified material and services and be provided in a format that consist of the following:

L.2.1.3a(1) Initial cost of equipment that shall be delivered FOB destination at the time the contract is awarded.

L.2.1.3a(2) Testing and calibration of equipment after installation.

L.2.1.3a(3) Integration with existing ATMS infrastructure.

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 Friday March 4, 2016 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:

“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.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 4th Street, NW, Suite 350 North, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.7 SIGNING OF OFFERS

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation (Page 1, A17). Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.8 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

In addition to other Proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b), which requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable FOIA exemption under §2-534(a) (1).

L.9 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment or addenda to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.10 BEST AND FINAL OFFERS

If, subsequent to receiving original Proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.11 FAMILIARIZATION WITH CONDITIONS

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

L.12 GENERAL STANDARDS OF RESPONSIBILITY

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

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

L.13 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(a) Labor associated with the design/shop drawings and final system programming.
- L.13(b) Labor for mounting of end user fixtures/ devices (cameras, articulation poles)
- L.13(c) All prices shall be FOB destination and include labor and training.

L.13.1 Criteria

The Offeror must submit under 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.

- a. 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 Criteria

An Offeror must provide the following evidence:

- L.13.2.1** If the Offeror is a corporation or partnership it shall provide either
L.13.2.1(a) a copy of its license, registration or certification to transact business in the District of Columbia,
L.13.2.1(b) evidence of its exemption from such requirement, or
L.13.2.1(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.

Offeror’s failure to timely submit the foregoing information shall render the Offeror non-responsible and disqualify Offeror from contract award.

- L.13.2.2** At least one State FHWA Contract.
For each contract, Offeror must submit the following evidence:
- L.13.2.3** Two copies of the Lead Contractor Work History Form completed and signed by Offeror, providing descriptions of the projects.
- L.13.2.4** 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 1 of this solicitation.**

L.14 QUESTIONS AND ANSWERS

All written questions in reference to this solicitation are due on or before 2:00pm February 21. Responses will be issued February 26, 2016 by 5:00 PM. All questions shall be sent to the Contract Specialist at kirk.benson@dc.gov. Include the solicitation number in your subject line.

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:

Numeric Rating	Adjective	Description
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/ Personnel Criteria (85 Total Points Maximum)

Experience and references (60 points): Offerors will be evaluated based on their experience and references.

Points	Factors (divided into sub-factors designated by point value)
15	Project Understanding-in depth understanding of delivering transportation information through portable information stands (7.5) . Also, understanding the use of digital information systems to coordinate community and governmental information sharing in commercial corridors (7.5).
15	Qualifications/ Previous Personnel should have experience with designing and installing portable information systems in commercial corridors. The experience includes designing (5), installing and maintaining (5) such systems. Also includes integration with hardware peripherals, web browsers and remote terminal monitoring (5).
15	Knowledge and experience of systems that have functionality as in Section C 12.3.
10	Record of Performance- successful offeror will a demonstrable record of design and installing systems as evidenced by proof of similar projects in like municipalities and within commercial corridors.
5	Resources and Capabilities- Number and description of personnel who have credentials/ certifications for performing work within this scope (2.5). Also the level of experience of personnel dedicated to this project as outline in the proposal (2.5).

Proposed key personnel (25 points): Offerors will be evaluated based on the information submitted in response to L.2.1.2, 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, which should include the roles and responsibilities that they key personnel will take.

M.2.2 Price Criteria (15 Total Points Maximum)

Initial Twelve Month Term: Total of CLINS 1-6 (15 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.

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

ATTACHMENT 1

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	RATING (See Rating Guidelines on Page 2)					
	5 – Excellent	4 – Good	3 – Acceptable	2 – Minimally Acceptable	1 – Poor	0 – Unacceptable
Quality of Services/Work						
Timeliness of Performance						
Cost Control						
Business Relations						
Customer Satisfaction						

1. Name of Contractor being Evaluated: _____
2. Name & Title of Evaluator: _____
3. Signature of Evaluator: _____
4. Name of Evaluator's Organization: _____
5. Telephone Number of Evaluator: _____
6. Type of service received: _____
7. Contract Number, Amount and period of Performance _____
8. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)

9. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

ATTACHMENT 1

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Unacceptable	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Minimally Acceptable	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			