

|  |                               |  |   |  |                                  |   |          |
|--|-------------------------------|--|---|--|----------------------------------|---|----------|
| <b>SOLICITATION, OFFER, AND AWARD</b>  |                               |  | 1. Caption<br><b>Transportation Online Permitting System</b>          |  |                                  | Page of Pages<br><b>1                      47</b>   |          |
| 2. Contract Number   |                               | 3. Solicitation Number<br><b>DCTO-2010-R-0092</b>                              |   | 4. Type of Solicitation<br><input type="checkbox"/> Sealed Bid (IFB)<br><input checked="" type="checkbox"/> Sealed Proposals (RFP)<br><input type="checkbox"/> Sole Source<br><input type="checkbox"/> Emergency |                                  | 5. Date Issued<br><b>06/11/10</b>   |          |
|  |                               |  |   |  |                                  | 6. Type of Market<br><input checked="" type="checkbox"/> Open<br><input type="checkbox"/> Set Aside<br><input type="checkbox"/> Open Market with Set-Aside<br><input type="checkbox"/> SBE Designated Category: |          |
| 7. Issued By:<br><b>Office of Contracting and Procurement<br/>Information Technology Group<br/>441 4th Street, NW, Suite 709N<br/>Washington, D.C. 20001</b>   |                               |  |   | 8. Address Offer to:<br><b>Office of Contracting and Procurement<br/>Bid Room<br/>441 4th Street, NW, Suite 703 South<br/>Washington, D.C. 20001</b>   |                                  |   |          |
| NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"  |                               |  |   |  |                                  |   |          |
| <b>SOLICITATION</b>  |                               |  |   |  |                                  |   |          |
| 9. Sealed offers in original and <u>  1  </u> 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 <b>441 4th Street, N.W., Suite 703 South</b> until <b>2:00 PM</b> local time <b>July 1, 2010</b><br><span style="float: right;">(Hour) <span style="margin-left: 100px;">(Date)</span></span> |                               |  |   |  |                                  |   |          |
| 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<br><b>KIRK BENSON</b> |  | B. Telephone<br>(Area Code) <b>202</b> (Number) <b>724-4051</b> (Ext) |  |                                  | C. E-mail Address<br><a href="mailto:kirk.benson@dc.gov">kirk.benson@dc.gov</a>   |          |
| 11. Table of Contents  |                               |  |   |  |                                  |   |          |
| (X)  | Section                       | Description  | Page No.  | (X)  | Section                          | Description   | Page No. |
| PART I - THE SCHEDULE  |                               |  |   | PART II CONTRACT COLAUSES  |                                  |   |          |
| X  | A                             | Solicitation/Contract Form   | 1   | X  | I                                | Contract Clauses  | 27       |
| X  | B                             | Supplies or Services and Price/Cost  | 3   | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS   |                                  |   |          |
| X  | C                             | Specifications/Work Statement  | 5   | X  | J                                | List of Attachments   | 32       |
| x  | D                             | Packaging and Marking  | 13  | PART IV - REPRESENTATIONS AND INSTRUCTIONS   |                                  |   |          |
| X  | E                             | Inspection and Acceptance  | 14  | X  | K                                | Representations, certifications and other statements of offerors  | 33       |
| X  | F                             | Deliveries or Performance  | 15  | X  | L                                | Instructions, conditions & notices to offerors  | 34       |
| X  | G                             | Contract Administration Data   | 16  | X  | M                                | Evaluation factors for award  | 40       |
| X  | H                             | Special Contract Requirements  | 21  |  |                                  |   |          |
| <b>OFFER</b>   |                               |  |   |  |                                  |   |          |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>  120  </u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.  |                               |  |   |  |                                  |   |          |
| 13. Discount for Prompt Payment  |                               | 10 Calendar days %   | 20 Calendar days %  | 30 Calendar days %   | ___ Calendar days %              |   |          |
| 14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):  |                               |  | Amendment Number  | Date   | Amendment Number                 | Date  |          |
|  |                               |  |   |  |                                  |   |          |
| 15A. Name and Address of Offeror   |                               |  |   | 16. Name and Title of Person Authorized to Sign Offer/Contract   |                                  |   |          |
|  |                               |  |   |  |                                  |   |          |
|  |                               |  |   |  |                                  |   |          |
| 15B. Telephone   |                               | 15 C. Check if remittance address is different from above - Refer to Section G |   | 17. Signature  |                                  | 18. Offer Date  |          |
| (Area Code)  | (Number)                      | (Ext)  |   |  |                                  |   |          |
| <b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>   |                               |  |   |  |                                  |   |          |
| 19. Accepted as to Items Numbered  |                               |  | 20. Amount  |  | 21. Accounting and Appropriation |   |          |
|  |                               |  |   |  |                                  |   |          |
| 22. Name of Contracting Officer (Type or Print)<br><b>John P. Varghese</b>   |                               |  | 23. Signature of Contracting Officer (District of Columbia)           |  |                                  | 24. Award Date  |          |
|  |                               |  |   |  |                                  |   |          |
|  <b>Government of the District of Columbia</b>   |                               |  |   | <b>Office of Contracting &amp; Procurement</b>   |                                  |   |          |

District Department of Transportation  
Public Space Management Branch

Transportation Online permitting system  
(TOPS) 2010 System Enhancements

REQUEST FOR PROPOSAL  
JUNE 11, 2010

**SECTION A:**

**HARD COPY OF ALL BIDS ARE REQUIRED**

**SUBMIT ONE ORIGINAL AND TWO COPIES INCLUDING ONE COPY OF TAX CERTIFICATION**

**ADDRESS AND DELIVER BIDS TO:**

**Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW, Suite 700S  
Washington, DC 20001  
(202) 727-0252**

The Office of Contracting and Procurement (OCP), on behalf of the Department of Transportation (DDOT) hereby submits this solicitation for vendor(s) to provide all services in accordance with the attached Statement of Work.

**DEADLINE FOR SUBMISSION OF BIDS:**

**July 1, 2010 2:00 P.M.**

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

### **B.1 SUMMARY OF SERVICES OR SUPPLIES**

**B.1.1** The Government of the District of Columbia, herein referred to as “the District”, Office of Contracting and Procurement, on behalf of the District of Columbia’s Department of Transportation, is seeking vendor to enhance the current-based permitting system TOPS.

**B.1.2** The District contemplates award of a firm-fixed price contract.

**B.1.3** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity/hours will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders/hours.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.4. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract's performance period.

**B.2 PRICE SCHEDULE**

**Table 1. PRICE SCHEDULE**

| <b>Contract Line Item No. (CLIN)</b> | <b>Model</b>                                      | <b>Description</b>  | <b>Est. Labor Hours (ceiling)</b> | <b>X hourly rate</b> | <b>Total Price</b> |
|--------------------------------------|---|---|-----------------------------------|----------------------|--------------------|
| 001                                  | TOPS<br>(Transportation Online Permitting System) | Enhancements to the public space management system that include: Valet Parking, Visitor Parking, Inspection Management Tool (IMT), Oversize & Overweight Truck Permits and Utility Emergency Work Request (EWR) | 1920                              | \$ _____             | \$ _____           |
| <b>Total</b>                         |   |   |                                   |                      | \$ _____           |

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

### **C.1 SCOPE**

The District Department of Transportation (DDOT) has developed an enterprise right-of-way management system – Transportation Online Permitting System (TOPS) - that is core to many of DDOT’s public space assets, neighborhoods streetscape, roadway infrastructure standers, regulations, enforcement and other operations. At its core is the public space permit application database. This model is expandable to include more application permit types as it is needed. New District Government regulations drive the need to upgrade the existing data model and functions to accommodate these new regulations.

DDOT’s Public Space Management Branch (PSMB) seeks to procure a vendor to enhance the current web-based permitting system TOPS. The goal of the procurement is to incorporate additional sophisticated functionalities to quickly and easily distribute and share customer service requests and work order information within DDOT, as well as with valued business partners and customers.

DDOT’s Permitting System is currently available to the public via the internet and manages multiple permit requests to do work in the District’s public space. The system effectively achieves the business goals however the agency has a demand for additional enhancements that would solve five great obstacles: Valet Parking, Visitor Parking, Inspection Management Tool (IMT), Oversize & Overweight Truck Permits and Utility Emergency Work Request (EWR). This project provides an opportunity to upgrade TOPS capabilities by providing better notification, coordination, and conflict resolution tools for all work activities within public space. It will help eliminate the existing paper processes for many of these operational functions. These enhancements would help reduce process time required for sharing of information between administrations and provide a flexible set of management tools that will support oversight, governance, and collaboration among the permitting office and all DDOT employees, managers, partners, and customers.

These enhancements will provide automatic safeguards and significantly reduce errors and poor decision making by internal users. New added tools such as fee calculators and geospatial queries will help increase revenue and provide transparency for the agency, constituents and private developers. Adding these enhancements will make the system a robust state of the art web application and support DDOT’s mission statement of “*Serving with Integrity and Excellence*”.

**C.1.1** The Government of the District of Columbia, herein referred to as “the District”, Office of Contracting and Procurement, on behalf of the District of Columbia’s Department of Transportation, is seeking vendor to enhance the current-based permitting system TOPS

**C.1.2** The District contemplates award of a firm-fixed price contract.

**C.1.3 Applicable Documents**

Title 1 (Gov’t Organization)

Chapter 3 (Specified Governmental Authority)

Subchapter II (Regulatory Authority)

Subchapter III (Streets, Public Rights of Way, and Public Property)

Subchapter V (Advisory Neighborhood Commissions)

Title 6 (Housing and Building Restrictions and Regulations)

Chapter 6 (Zoning)

Chapter 11 (Historic Landmark and Historic District Protection)

Chapter 12 (Preservation of Historic Places and Areas in the Georgetown Area)

Chapter 14 (Construction Codes)

Chapter 14A (Green Buildings)

Title 9 (Transportation Systems)

All Chapters

Title 10 (Parks, Public Buildings, Grounds, and Space)

All Chapters

Title 34 (Public Utilities)

All Chapters

Title 47 (Taxation, Licensing, Permits, Assessments, and Fees)

Chapter 27 (Permits and Fees)

Title 50 (Motor and Non-Motor Vehicles and Traffic)

All Chapters

**DC Municipal Regulations:**

Title 10 (Planning and Development, which includes Comprehensive Plan, Large Tract

Review, Disposition of Real Property among others within this Title)

All Chapters

Title 10A (Historic Preservation)

Title 11 (Zoning)  
All Chapters

Title 12A (Building Code)  
All Chapters

Title 15 (Public Utilities and Cable Television)

Title 18 (Vehicles and Traffic)  
All Chapters

Title 20 (Environment)  
Chapter 35 (Green Building Standards)

Title 24 (Public Space and Safety)  
All Chapters

#### **C.1.4 Definitions**

DCRA: Department of Consumer and Regulatory Affairs  
DDOT: District Department of Transportation  
DMV: Department of Motor Vehicles  
EWR: Emergency Work Request  
GIS: Geographic Information System  
MAR: Master Address Repository  
NOV: Notice of Violation  
OITI: Office of Information Technology and Innovation  
PSMB: Public Space Management Branch  
ROW: Right-of-Way  
TOPS: Transportation Online Permitting System  
SIOD: System Inspection Oversight Division  
SIS: Street Inventory System

#### **C.2 BACKGROUND**

The District Department Transportations Policy Branch recently passed new public space regulations that require restaurant owners and or event holders to apply for an annual permit to allow for legal valet parking spaces. New regulation was also passed that now allows residents to apply for one annual visitor pass per home and will permit an out of town guest to park their vehicle within the zoned neighborhood that normally requires DMV registration and a zoned parking sticker. These new regulations drive the need for modifications and enhancements to TOPS.

Another issue driving modifications is the coordination work PSMB staff does with the DDOT inspection office called System Inspection Oversight Division (SIOD). This office is responsible for inspecting and enforcing all construction and occupancy in public space. A large number of approved permit applications are charged with both inspection fees and or damage deposits. These inspection fees pay for the SIOD inspectors to monitor the work that is conducted in

public space and insure it is done to DC standard. SIOD inspectors currently use the TOPS system to record their review status but has no way to track and deduct the inspection fees that is generated by the system and has no way to notify the Office of the Chief Financial Officer (OCFO) to release deposits for refund to applicants.

The last two needed modifications call for integration of the Oversize & Overweight Truck permits and utility Emergency Work Request (EWR) systems. The current process is inefficient, outdated and stove piped from the rest of the permitting process. The renewal process for truck companies is cumbersome and each year companies are required to re-enter thousands of truck and company information to reapply for 'Truck Tags'. The current EWR system offers no tracking mechanism to alert PSMB staff of EWR that exceeds 72 hour since they gave noticed and should apply for as an excavation or overhead work permit. Both systems lack admin tools to allow for new entry of users and both systems have no reporting functions.

### **C.3 REQUIREMENTS**

The chosen vendor will elicit the detailed requirements, document and design, integrate and implement the list of required enhancements provided below to the existing Transportation Online Permitting System (TOPS). The development must be delivered no later than December 31st, 2010.

#### **C.3.1**

##### **Requirement #1 Valet Parking Request**

- The scope of this requirement can be described as follows:
  - The system will allow for two types of Valet Parking Applications; Standard Valet Parking Permit and Event Venue Valet Parking.
  - A standard valet is required if an in-line business (e.g. restaurant) provides valet parking using public space on a 'regular basis'. This means same hours and days throughout the year.
  - An Event Venue Valet Parking Permit is required if an in-line business (e.g. hall for rent) offers valet parking services on an occasional basis. This will require the system to calculate meter fees/rent for that specific night(s) and generate invoices per venue.
  - The system must identify the Applicant / Permittee as the bricks and mortar business providing valet parking to its patrons, not the valet company itself.
  - The valet company may act as the agent for the business so the system should recognize agent role versus business owner role.
  - System must allow for electronic upload of applicant's Business License
  - System must allow for electronic upload of Certificate of Occupancy

- System must allow for electronic upload of Valet Company's Business License (Standard only) issued by the Department of Consumer and Regulatory Affairs (DCRA).
- System must allow for electronic upload Color photographs of the public space where cars will be picked up and dropped off.
- System must capture information of the off-street parking facility (Standard Valet only) within the District of Columbia.
- The system must charge \$50 application fee per location. Electronic payment method should be an option. No review should begin until payment of application fee is processed.

### C.3.2

#### **Requirement #2 Visitor Parking Permit (VPP) Integration**

- DDOT requires the vendor to incorporate the necessary tools that will allow internal users the functionality for identifying residential applicants that qualify for Visitor Parking Passes (PASS) for eligible residents of eligible Wards as well as conduct a mass mailing of the passes to all eligible households within these Wards.
- The scope of this requirement can be described as follows:
  - The system must query the RPP database and consume various GIS web services and Street Inventory System (SIS) files to successfully identify residential homes that qualify for 'Visitor Residential Parking'. The system must validate and detect addresses where Passes have already been issued.
  - The system must geocode each application created.
  - System must print and define a 4 inch by 5 inch "Universal Visitor Parking Pass" (PASS) that is embossed with the District of Columbia holographic logo to be determined. The purpose for this size is that the Pass should easily be viewed from the vehicle's dash board.
  - System must produce a unique identifier / naming convention in relationship to its georeferenced location and ANC boundary. Identifier should also print as a 2D bar code on each Pass.
  - System must provide mail out letters and instruction that explains to the eligible residents and visitors how to appropriately use the PASS.
  - The system must provide the ability to reproduced passes for residents in the event passes are lost in the mail or for residents that may not have been accounted for in mail out notice.

### C.3.3

#### **Requirement #3 Inspection Management Tool (IMT)**

- The scope of this requirement can be described as follows:
  - System must track inspection time calculated by current permitting system back to inspection invoice number and fee.
  - System should auto deduct time from inspection calculation fee as the inspector enters times throughout construction of project as calculated by permit.
  - System must monitor and update projects through status changes.
  - System must generate pseudo like time sheet for inspectors to print at end of each week with time spent at each location inspector is responsible for.
  - System must allow inspector to close project once 'final inspection' is complete and system should trigger notice to OCFO office for release of funds. This will provide OCFO with all information and letter of acceptance by SIOD.
  - System should generate canned reports of deposits release.
  - System must allow inspector to add comments and upload photos electronically.
  - System should store library of frequently used "verbiage/language or comments" often used for easy auto insert into comments.
  - System should link to NOV system and lock address function.
  - Auto assign projects to team leaders based on WARD.
  - Generate various email alerts to appropriate parties for certain statuses.
  - Generate reminder notice for excavation permit work after two years from final restoration completion date. This is for wet utility deposits. DDOT holds deposits for two years to ensure the final restoration holds up.
  - Track and deduct balances on Cash Bonds as permits are issued. Associate projects to Cash Bonds. This process will require coordination with the Office of Chief Financial Officer (OCFO).

### C.3.4

#### Requirement #4 Oversized & Overweight Truck Permits

DDOT seeks to merge and migrate its legacy Oversized & Overweight Truck Permit database with the new Transportation Online Permitting System (TOPS).

- The scope of this requirement can be described as follows:
  
- There are three (3) types of Annual Truck Tags
  - Weight Tag (up to 65K Lbs)
    - This type of permit is for trucks that want to carry up to 65K lbs of load (e.g. Dump Trucks) through the District of Columbia.
    - These trucks are usually concrete mixers and dump trucks.
    - These tags are issued June 1<sup>st</sup> of every year and expire on May 31<sup>st</sup> following year.
    - Each tag cost \$1,195 per truck.
    - Tag fee is prorated if not applied for at beginning of year.
  - Tractor Trailer (TT)
    - These permits are for vehicles that haul trailers no longer than 57'
    - These tags are issued starting April 1<sup>st</sup> and expire on March 31<sup>st</sup> the following year.
  - Truck Crane (TC)
    - These permits are for vehicles that are considered mobile cranes and do not exceed certain width, length and height.
    - These tags are issued starting April 1<sup>st</sup> and expire on March 31<sup>st</sup> the following year.
  
- Single Haul Permits
  - These types of permits are for vehicles that either do not qualify or do not want to apply for annual tags. An interactive map interface and map web service will be required to assist staff in routing vehicles. DDOT and OCTO will provide the services.
  
  - For all types of permits each vehicle must be registered with their local DMV
  - For all types of permits each applicant must provide VIN and State Tag for the vehicle.
  - For all types of permits each applicant must provide US DOT number for the vehicles.

### **C.3.5**

#### **Requirement #5 Emergency Work Request (EWR)**

- The scope of this requirement can be described as follows:
  - The system must allow utility companies to apply for Emergency Work Request (EWR) which are considered 'Loss of Vital Services' (i.e. power, gas, or water).
  - The system must send notice to all stakeholders (e.g. PSMB Managers and SIOD). List of stakeholders will be provided to vendor.
  - The system must track and flag EWR after 72 hours. If no work such as excavation or overhead work is require the system should request user to close request or apply for permit.

**C.3.6** The Contractor shall provide the items listed in the price schedule (Section B.2).

**SECTION D: PACKAGING AND MARKING**

NOT APPLICABLE

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE**

**E.1.1** 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**

From date of award through December 31, 2010

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

NOT APPLICABLE

**F.3 DELIVERABLES**

**F.3.1** The Contractor shall provide the items listed in the price schedule (Section B.2) within 30 days from date of award.

## **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 Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Name:** Office of Finance and Resource Management  
Attn: Accounts Payable  
**Address:** 441 4<sup>th</sup> Street, Suite 890N  
Washington, DC 20001  
**Telephone:** 202-727-0333

**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 shall 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**

NOT APPLICABLE

## **G.4 PAYMENT**

### **G.4.1 ORDERING CLAUSE**

- G.4.1.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- G.4.1.2** 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.4.1.3** 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.

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

**G.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.6.1.3** Payments to Subcontractors

**G.6.1.4** 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:

- 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.6.1.5** 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:

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

**G.6.1.6** 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.6.1.7** 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 will be entered into and signed on behalf of the District only by contracting officers. The address and telephone number of the Contracting Officer is:

Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW, Suite 907N  
Washington, DC 20001  
(202) 727-0252

**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 OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.9.1** The COTR 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 COTR 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 COTR for this contract is:

José Colón  
Software Application Manager  
Office of the Director – Office of Information Technology and Innovation  
District Department of Transportation  
64 New York Ave, NE  
Washington, DC 20002  
(202) 741-8520

- G.9.2** The COTR 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**

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

**H.1.1.1** 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.1.1.2** 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.1.1.3** 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.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination 2005-2103, Revision 6, dated May 29, 2008, 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.1.1 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 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 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.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 COTR 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 COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. 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** 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, (Section J.2.4) in which the Contractor shall agree that:

- (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
- (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.5.3** 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:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** 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.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (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.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (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.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 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 COTR.
- H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, 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.5.8.
- H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

## **H.6 PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

## **H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

## **H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

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

## **H.9 WAY TO WORK AMENDMENT ACT OF 2006**

- H.9.1** Except as described in Section H.15.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.
- H.9.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.5** Contractor shall provide a copy of the Fact Sheet Living Wage Act Fact Sheet to each employee and subcontractor who performs services under the contract. Contractor shall also post the Living Wage Act Notice in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.9.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.9.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.9.8.10** Contracts or other agreements between MCOs and the Health Care Safety Net Administration or MAA to provide health services.
- H.9.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **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 November 2004 (“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 INSURANCE**

n/a – commodity purchase

### **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.6.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

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

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

**I.6.8** In addition to the rights granted in Section I.6.6 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.6.6 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.6, 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.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, 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 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.2.2. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

## **I.10 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), the Contract Clauses (Section I), and the SCP.

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

## **SECTION J: LIST OF ATTACHMENTS**

### **J.1 ATTACHMENTS**

**J.1.1** Tax Certification Affidavit

**J.1.2** EEO Policy Statement

**J.2** Self Certification Package

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

**K.1 TAX CERTIFICATION**

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein.

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 CONTRACT AWARD**

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

**L.2.1** Bidders shall submit a signed original and one (1) copy (see L.2.2). The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. (as specified in Section A.3)."**

**L.2.2 Bidders shall complete and submit this entire IFB (all pages) and the following:**

- a) Price Schedule (Section B.2).
- b) Attachment (J.1.1) – Tax Certification Affidavit.
- c) Attachment (J.1.2) – EEO Policy Statement

**L.2.3** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.4** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.5** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

### **L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)**

**L.3.1** Bidders 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. Bidders 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.4 BID SUBMISSION DATE AND TIME**

**Bids must be submitted no later than the date and time specified in Section A on the cover page**

#### **L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

**L.5.1.1** A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

#### **L.6 LATE SUBMISSIONS**

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b) The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

#### **L.6.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

#### **L.6.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

#### **L.6.4 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

#### **L.6.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.7 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section A on the cover page.

**L.8 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than three (3) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than three (3) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.10 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.11 BID PROTESTS**

Any actual or prospective bidder 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 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this

solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## **L.12 SIGNING OF BIDS**

**L.12.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **L.13 CERTIFICATES OF INSURANCE**

Not Applicable

## **L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

## **L.15 BIDS WITH OPTION YEARS**

Not Applicable

## **L.16 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

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

**L.16.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the

executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.16.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.17 FAMILIARIZATION WITH CONDITIONS**

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

## **L.18 STANDARDS OF RESPONSIBILITY**

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

**L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.18.2** 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.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective contractor to be not responsible.

## **SECTION M: EVALUATION FACTORS**

### **M.1 GENERAL CATEGORIES OF LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT BUSINESS OWNERSHIPS OR BUSINESS OPERATIONS IN AN ENTERPRISE ZONE**

#### **M.1.1 Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone**

##### **a. General Preferences**

Under the provisions of D.C. Law 13-169, “Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000” (the “Act”, as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in

response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

**b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside**

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

**For Example:**

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

**\*Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

**M.1.1.1 Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside**

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

**M.1.1.2 Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships**

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

**M.1.1.3 Preference for Joint Ventures Including Businesses located in an Enterprise Zone**

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

**M.1.1.4 Vendor Submission for Preferences**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:

- 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- 2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder to receive allowable preferences under this solicitation, the bidder must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid.

Refer to J.2. for the Self-Certification Package.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.1.1.5 Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

**M.1.1.6 Local, Small, and Disadvantaged Business Enterprise Subcontracting**

When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

**M.2 EVALUATION CRITERIA**

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 approach, technical expertise, past performance and price will be used as selection criteria and they will carry 30, 30, 30 and 10 points weight respectively.

**M.2.1 TECHNICAL APPROACH- 30 points**

The firm's technical approach should demonstrate clear understanding of DDOT's Transportation Online Permitting System (TOPS) and functionalities. The following criteria will be used to evaluate the technical approach.

1. Technical approach shows a clear understanding of the problem and project goals.
2. Proposed methodology is logical, clear and efficient to solve the proposed problem.
3. Thorough knowledge and experience of Right-of-Way management in the District of Columbia. Development of permitting systems and working experience with DDOT's permitting regulations.
4. At least 5-8 years of development experience in using Microsoft Visual Studio C# preferred language. Experience in database and application development using Oracle 10g and SQL Server.
5. Thorough knowledge and demonstrated, working with Utility Company's work request systems and strong performance working with similar implementations in permit systems.
6. Demonstrate and understand concepts in DC Government web-services and web technology implementation standards.

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; offering vendor did not address the factor. |
| 1                     | Poor                 | Marginally meets minimum requirements; major deficiencies which may be correctable.   |
| 2                     | Minimally Acceptable | Marginally meets minimum requirements; minor deficiencies which may be correctable.   |
| 3                     | Acceptable           | Meets requirements; no deficiencies.  |
| 4                     | Good                 | Meets requirements and exceeds some requirements; no deficiencies.  |
| 5                     | Excellent            | Exceeds most, if not all requirements; no deficiencies.   |

**M.3 TECHNICAL EXPERTISE – 30 POINTS**

Team qualifications may include knowledge of transportation business in particular DOTs business, knowledge of GIS and Right-of-Way Management tool development and database management. The team members must have adequate time to devote to the project over the schedule that is proposed. Project leadership should have more than 5 years experience managing similar projects. Team members should have familiarity with the methodology as expressed in the proposal, and it should be clear what each team member is expected to contribute.

**M.4 PAST PERFORMANCE – 30 POINTS**

The vendor should show significant experience in developing Enterprise solutions for DOTs like DDOT, understanding both DOTs’ business, regulations, infrastructure standards and GIS framework. The vendor should have completed similar Right-of-Way management applications / tools development for agencies like DDOT. The vendor should also demonstrate experience in working with SQL, ArcSDE, web-services and API’s. It should have adequate resources to manage the project's work load based on the proposed schedule. Experience in working with municipalities similar in size and complexity to District of Columbia is expected.

**M.5 PRICE CRITERIA – 10 POINTS**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 100 = \text{Evaluated price (score)}$$

**M.6 EVALUATION FACTORS**

Technical proposals will be rated based upon the extent to which offertory demonstrate, in clear and concise language, their experience, knowledge and understanding of issues relating to the streamlining or improvement of business processes through computerization. Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

| <b>NUMBER</b> | <b>EVALUATION FACTORS</b> | <b>POINTS</b> |
|---------------|---------------------------|---------------|
| 1.            | Technical Approach        | 30            |
| 2.            | Technical Expertise       | 30            |
| 3.            | Past Performance          | 30            |
| 4.            | Price                     | 10            |
|               | Total Points              | 100           |