

SOLICITATION, OFFER, AND AWARD			1. Caption Highway Performance Monitoring System			Page of Pages 1 44	
			2. Contract Number		3. Solicitation Number DCTO-2010-R-0133	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	
7. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, NW, Suite 700 South Washington, D.C. 20001			8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, Suite 703 South Washington, D.C. 20001 Attn: Kirk Benson				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u> 2 </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 <u> 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC </u> until <u> 2:00 P.M. </u> local time <u> November 2, 2010 </u> (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) 724-4051 (Ext)			C. E-mail Address kirk.benson@dc.gov	
11. Table of Contents							
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OFFER							
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		<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ 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) Kenneth Morrow			23. Signature of Contracting Officer (District of Columbia)				24. Award Date
 Government of the District of Columbia				Office of Contracting & Procurement			

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of The District Department of Transportation (the “District”) is seeking a contractor to The objective of this project is to develop the HPMS software and database capable of handling mileage certification report, data input and validation, report generation, data checking, and data submittal. The structure of the software and database should be based on, but not limited to the most recent HPMS *Data Specifications* document and the 2010+ HPMS *Field Manual* which can be obtained at the following website:

<http://knowledge.fhwa.dot.gov/cops/hcx.nsf/home?OpenForm&Group=Highway%20Performance%20Monitoring%20System%20%28HPMS%29&tab=REFERENCE>

Or a copy of the documents can be provided upon request.

Any other HPMS document that would be useful to the development of the software and database should be utilized as well.

B.2 The District contemplates award of a firm fixed contract in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE

Contract Line Item No. (CLIN)	Model	Description	Est. Labor hours (ceiling)	Hourly Rate	Total Price
001	HPMS (Highway Performance Monitoring System)	Document Review/Database Document/ Legacy System Identification/System Design/ Reporting Requirements	1440	\$_____	
Total					

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District Department of Transportation (DDOT) seeks an offeror that will accomplish the work under this agreement and provide that the tasks be completed, delivered, and accepted by the District within nine months of the Notice to Proceed (NTP).

In order to achieve the project goal and complete the required phases of work, the Contractor will perform the following:

C.1.1 **Documentation review**

In order to successfully complete this project, the Contractor must perform an extensive document review of the latest HPMS *Data Specifications* or HPMS *Field Manual* prior to the start of the project.

C.1.2 **Database Document**

Prior to the start of the project HPMS database design document must provided for review and approval by the Contract Officer's technical Representative (COTR).

C.1.3 **Legacy System Identification**

Identify existing data items currently maintained in the HPMS portion of DDOT's Street Inventory System (SIS) to determine which data items need to be deleted as well as those that need to be added.

C.1.4 **System Design**

The Contractor is expected to provide a fully functioning database and software application based on the HPMS 2010+ *Data Specifications* and *Field Manual* documents.

C.1.5 **Reporting Requirements**

The contractor shall provide a system which will have the ability to automate the production of any of the required federal reports.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Federal Highway Administration (FHWA) affidavits and certifications. Prospective contractor must fill in solicitation No. and project name on the certifications and representations

Add to applicable docs.:

Sections 107.2 and 108.07 District of Columbia Department of Transportation Standard Specifications for Highways and Structures, 2005, revised 2007, revised 2009

<http://ddot.dc.gov/DC/DDOT/Projects+and+Planning/Standards+and+Guidelines/Standard+Specifications+for+Highways+and+Structures+-+2009>

C.2.1 HPMS Reassessment 2010 + data Specifications, May 2009

C.2.2 2010 HPMS Field Manual, February 12, 2010

C.3 DEFINITIONS

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

AADT- Annual average daily traffic

CA- Contract Administrator

CO- Contract Officer

DDOT- District Department of Transportation

FHWA- Federal Highway Administration

GIS- Geographic Information Systems

HPMS- Highway Performance Monitoring Systems

NAAQS- National Ambient Air Quality Standards

NHS- National Highway system

QA/QC- Quality Assurance/ Quality Control

SIS- Street Inventory System

C.4 BACKGROUND

Highway Performance Monitoring System (HPMS) is a national data program that was established to assess the condition of the nation's highway infrastructure. It is comprised of data for all state, including the District of Columbia and Puerto Rico. The District's current HPMS consists of approximately 933 HPMS sections that include 12,631 miles of the Interstate System, 120,827 miles of Other Freeways, Expressway and Principal Arterials, 164,386 of Minor Arterials, and 156,581 miles of Collector roads. In order to better serve its users and consumers of the data, the HPMS reassessment can about sometime in 2005. Out of several meetings and focus groups with FHWA's partners, stakeholders, customers, and users, the final version of the HPMS Reassessment 2010+ document was derived.

As a part of the HPMS 2010+ Reassessment, a new data model was developed. With this data model HPMS has evolved in a Geographical Information System (GIS). Because the new system will have the ability to establish spatial relationships between data elements both internal and external to HPMS will provide opportunities for advance research.

In order to meet data submittal requirements, the District Department of Transportation (DDOT) requires HPMS software be developed based on the HPMS *Data Specifications* document dated May 2009 or the latest version available. As well as the 2010+ HPMS Field Manual or any other pertinent HPMS documents that may be relevant to the development of the software and database. They will be the primary documents to support the HPMS software and database development activities. The new system should be able to handle mileage certification report, data input and validation, report generation, data checking, data import/export, and submittal of data.

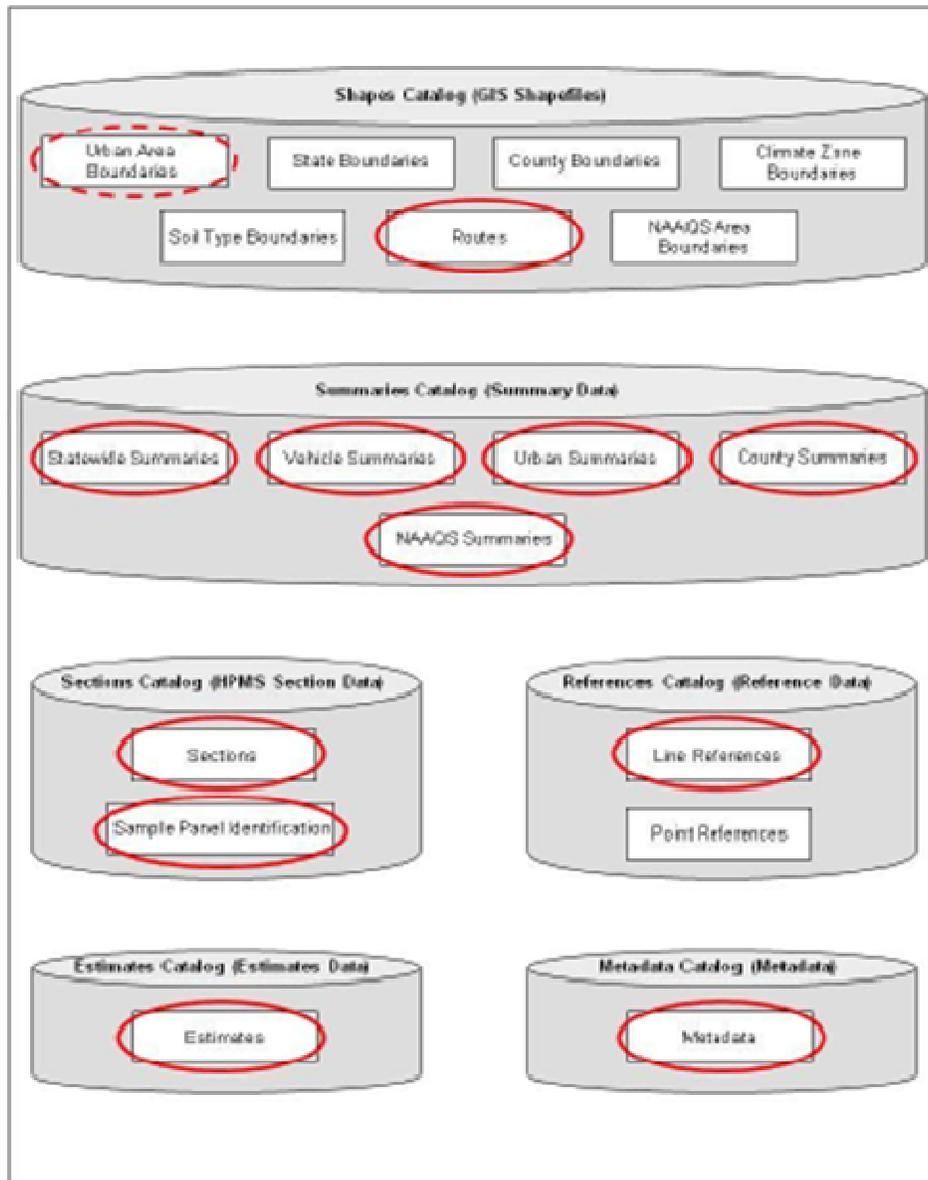
C.5 REQUIREMENTS

C.5.1 HPMS Documentation review

In order to successfully complete this project, the Contractor must perform an extensive document review of the latest 2010 FHWA HPMS *Field Manual* which can be obtained online in PDF format at <http://www.fhwa.dot.gov/> prior to the start of the project. This will educate and aid the vendor in understanding how the software and database structure must be designed. The vendor must have a full understanding of the data model structure as illustrated below.

Example of the HPMS Data Model Structure:

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C.5.2 HPMS Database Review and GIS Framework Comprehension

Prior to the start of the project, HPMS database and software design the vendor must review all requirements set by the FHWA and provide a comprehensive plan to the agency Contract Administrator (CA) for approval. This document will outline the structure of the “As Is” and “To Be” database design and layout of the software.

The HPMS data model must be developed within a Geographic Information System (GIS) framework, to take full advantage of the spatial relationships that exist between data elements which are both internal and external to HPMS. The data model must be designed to be flexible in terms of compatibility with other data sources and

expandable as additional data becomes available. In addition, the data model must be designed to achieve independence with respect to the way in which the various data components relate to one another. This approach allows for future modification to a particular area of the model (e.g. a dataset, or data item) with little or no impact on other datasets or data items. For instance, if a change is needed to a roadway section's surface type (e.g. changing it from a code 1-unpaved to code 2-conventional asphalt concrete), it can be done so without impacting the value that is coded for that section's annual average daily traffic (AADT).

The data model's design is structured in a way that allows external data sources to be used to populate the various data fields in HPMS. For example, National Ambient Air Quality Standards (NAAQS) boundary spatial data can be used to assign a pollutant standard to each roadway section for the purpose of generating area-wide totals (e.g. vehicle miles of travel).

This data model is organized into a group of six catalogs. Each catalog contains datasets that group data by type and/or function. The types of data can be categorized as: (1) geospatial data, representing various highway systems, geographic boundaries etc., (2) roadway attribute data that can be linked to a related GIS dataset, which allows the attribute data to be represented spatially via linear referencing or (3) metadata, which provides additional global information about the data.

C.5.3 Legacy System Data Assessment and Geospatial Component

The vendor must identify existing data items currently maintained in the HPMS portion of DDOT's Street Inventory System (SIS) to determine which data items need to be deleted as well as those that need to be included and maintained. Data items and the corresponding data that are a part of the new database structure should be preserved. The vendor will make a full assessment of the current Street Inventory System (SIS) and compare it with the new mandates set by FHWA and provide the CA with a comprehensive list of items and task to be performed to the current SIS to meet these standards.

The geospatial component of the data model provides the foundation for a national-level linear referencing system (LRS) that will serve primarily as a resource for HPMS, but will also be used to support a number of other interagency work program objectives. It will also be used to facilitate analysis and research efforts, using HPMS data.

Incorporating a geospatial component enhances the HPMS sampling process by providing an alternative methodology for sample selection and maintenance. This component allows a GIS-based process to be used to identify sections of road that have homogenous (or uniform) characteristics for key data items, which can be used for sampling purposes. More information on the GIS procedures associated with sampling is found in Chapter 6, Sampling.

The primary catalogs used to store the model's geospatial data are the Shapes Catalog and the References Catalog. However, the Sections Catalog houses the attribute data that is linked to the geospatial data, which can be spatially located on the network for mapping, analysis, and reporting purposes.

Furthermore, the geospatial component of the data model involves the use of a LRS, which links the HPMS attribute data to a series of shape files. Both the geospatial and attribute data contain three referencing elements that are used to perform the linkage for linear features: (1) A unique Route ID, (2) a beginning mile point, and (3) an ending mile point. Point features use a route mile point in place of a beginning and ending mile point for referencing purposes. Data Items are contained in the Point References and Line References datasets of the model's References Catalog and are linked to and spatially referenced in the same manner.

C.5.4 Data Collection and Migration

The vendor will be responsible for identifying any and all usable data attributes, feature classes and features in the existing data model from the agencies current HPMS database and will be responsible for all migration into the new designed database model. The vendor will be responsible for identifying any gaps between the existing data model and the new FHWA mandates. All data must be stored and hosted internally by DDOT. The vendor must design the system to accommodate the following data classes:

C.5.4.1 Full Extent Data

Full Extent Data refers to a limited set of data items that are reported for an entire road system such as the National Highway System (NHS) or all public roads.

C.5.4.2 Sample Panel Data

Sample Panel Data consists of data items added to the Full Extent data that are reported for a select portion of the total roadway system length. The sampled sections are a fixed sample panel of roadway sections that are monitored from year to year and, when expanded, represent the Full Extent of the systems that are sampled. The more detailed information collected for a Sample Panel section is used to represent similar conditions on the associated functional system after expansion.

C.5.4.3 Partial Extent Data

Partial Extent Data refers to those data items that are reported on a Full Extent basis for some functional systems and on a Sample Panel basis for other functional systems.

C.5.4.4 Statewide Summary Data

Statewide Summary Data includes information on travel, system length, and vehicle classification by functional system and area type, in addition to land area and population by area type. The area types include rural, small urban, and individual urbanized, non-attainment, and maintenance areas. Pollutant type is also reported as indicators of air quality in non-attainment areas.

C.5.4.5 LRS Data

LRS data provides a linear referencing system for the Full Extent and Sample Panel data on selected highway functional systems. The represented functional systems include all Federal-aid highways, including the National Highway System (NHS) routes and NHS intermodal connectors. This LRS representation excludes roads that are classified as local or rural minor collector. This permits the analysis of HPMS data in a GIS environment.

C.5.4 System Design

C.5.4.1 The vendor must provide a fully functioning database and web-based interfaced application designed to meet the 2010 FHWA *Field Manual*.

C.5.4.2 The vendor must provide the data in Oracle 10g format and a MS.NET web-based designed application that will be easily accessible through the ubiquitous web browser but not limited to IE, Mozilla Firefox, Netscape, and Chrome.

C.5.4.3 The vendor must create a log in page and the End Users must be required to have a system login account and privileges and roles will be controlled through an administrator interface. Three minimum roles that must be created will be an administrator role, user edit role, and user report only role.

C.5.4.4 The database and software application should be ready no later than June of 2011 HPMS for mileage certification and submittal to FHWA. The software must meet all requirements and contain:

C.5.5 Reporting Requirements

The vendor must provide a reporting interface which will allow an end-user the ability to easily generate canned reports based on multiple data attribute criteria's. The reports must be easily exportable to CSV and Excel spreadsheet formats. Examples of the minimum reports that will be required by FHWA will be provided by the CA prior to the start of the project.

C.5.6 Maintenance and Support

The vendor must submit quote for ongoing annual support and maintenance.

C.5.7 Training and Documentation

The vendor must provide training to end users and provide written training and system documentation.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

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SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this 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. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of 9 months from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of three (3) three-month option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
001	Detailed Approach Report	1 of each: 1. Work Plan 2. Project Schedule 3. MeetingNotes 4. QA/QC plan 5. Final HPMS 2010+ Format Requirements 6. Deliverables	Report delivered to: DDOT	Prior to work proceeding
002	Progress Report	Single report	Report delivered to:	Monthly

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CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
003	HPMS database and the software application	Per: Performance monitoring system	Installed/implemented for DDOT	Prior to: June 15
004	Training	To be determined by DDOT	To be determined by DDOT	Prior to: June 15

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SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 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 with concurrent copies to the Contracting Administrator (CA) specified in Section G.9 below. The address of the CFO is:

District Department of Transportation
Office of the Controller/Agency CFO
2000 14th Street, NW, 6th flr.
[\(O\) 202-673-6813](tel:202-673-6813)
[\(F\) 202-671-0127](tel:202-671-0127)

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 CONTRACTS WHICH INCLUDE FEDERAL –AID ARE NOT SUBJECT TO THE DISTRICT PREFERENCE PROVISIONS AND ARE NOT A CONDITION OF RESPONSIVENESS, HOWEVER, FEDERAL HIRING PREFERENCE REQUIREMENTS, SUCH AS, EEO/AFFIRMATIVE ACTION, APPALACHIAN PREFERENCE AND INDIAN PREFERENCE ARE NOT IN CONFLICT WITH THIS POLICY

G.4 PAYMENT

PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

G.4.1 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".
 - "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 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.6.2 Payments to Subcontractors**
- G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- a) the 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.6.2.3** 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

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not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Kenneth Morrow
441 4th street NW, Suite 700S
202-724-3959/ kenneth.morrow@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACTING ADMINISTRATOR (CA)

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

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

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

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

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G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services.

This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

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

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

Ed Carpenter
Civil Engineer
Infrastructure Project Management Administration
64 New York Ave., NE
Washington, DC 20002
202-671-4685
edward.carpenter@dc.gov

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

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

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 If the Contractor does not respond to a time critical issue within the specified time noted in the applicable performance standard, the CO may assess liquidated damages.

For each day beyond the delivery date the Contractor does not provide the District with a fully implemented HPMS that is capable of meeting FHWA reporting requirements, the contractor shall be assessed liquidated damages in the amount of \$800.00 per day. This amount represents the approximate cost to DDOT in lost FHWA funds. The Contracting Officer will deduct the liquidated damages from the Contractor's monthly payment.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. [2005-2103- Revision 10](#), dated [6-15-2010](#), issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR 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

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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 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this 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.7 WAY TO WORK AMENDMENT ACT OF 2006

- H.7.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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 \$100,000 or more in a 12-month period.
- H.7.2** The 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.
- H.7.3** The Contractor shall include in any subcontract for \$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.7.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.7.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The 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 \$15,000 or more under the contract.
- H.7.7** 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.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

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- (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;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (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;
- (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;
- (6) An employee under 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 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (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;
- (8) Employees of nonprofit organizations that employ not more than 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));
- (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
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.7.9 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.

H.9 DISTRICT RESPONSIBILITIES

- H.9.1** DDOT will provide the relevant equipment and materials associated with this project, however, the contractor will provide the day-to-day assumptions that are required to execute this assignment. DDOT equipment commitment is as follow:
- H.9.2** Hardware – to be utilized for receiving phased completions (milestone achievements of OW and testing beta product).

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- H.9.3** Software – DDOT will NOT provide any software (including, but not limited to, MSOffice) for Contractor during the development of the project(s).
- H.9.4** Office Space – DDOT will ONLY provide the necessary desks and workspaces for Contractor while conducting established project review periodicals.
- H.9.5** Inter/Intranet Access – DDOT will provide all necessary Inter/Intranet and network access for Contractor during the execution of the project(s).

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1

This *HPMS Field Manual* provides a comprehensive overview of the HPMS program at FHWA, and describes in detail the data collection and reporting requirements for HPMS. The requirements outlined in this *Field Manual* are authorized under 23 U.S.C. 315, which places the responsibility on the Secretary of Transportation for all management decisions affecting transportation. In addition, United States Code of Federal Regulations (CFR) title 23, §1.5 provides the Federal Highway Administrator with authority to request such information deemed necessary to administer the Federal-aid highway program. Also, 23 CFR 420.105(b) requires the States to provide data that support FHWA's responsibilities to the Congress and the public. The *HPMS Field Manual* is a valuable resource that guides the States as they address their HPMS data collection and reporting responsibilities. This manual includes detailed information on technical procedures, a glossary of terms, and various tables to be used as reference by those collecting and reporting HPMS data. Information related to the use of the HPMS software web application is contained in a stand-alone document.

The Sections Catalog stores the HPMS attribute data that are submitted by the States. The data in this catalog are spatially linked to the *Routes* network file, using a unique identifier (i.e. Route ID). In general, these data are required for all Federal-aid highways and NHS routes. This requirement excludes the need to report data for any roads functionally classified as rural minor collector or local. Moreover, these data are optional for non-Federal-aid highways. This catalog is comprised of two datasets, Sections and Sample Panel Sections. The Sections dataset stores each State's entire HPMS attribute dataset as they provide it to FHWA. The Sample Panel Identification dataset stores the limits for each State's sample panel as identified by the States. The descriptions for each of the data items that are to be reported in the Sections dataset are listed below. The data items that are only required on a Sample Panel basis are identified as such in the individual data item descriptions

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The General Provisions for Federally Funded Agreements, dated 3/2/2001 and the District of Columbia Department of Public Works Standard Specifications for Highways and Structures 1996 (incorporated by reference only), are incorporated as part of the contract resulting from this solicitation. In the event of a conflict between the two documents, the General Provisions for Federally Funded Agreements will have precedence.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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.5.8** 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.5.9** 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.5.10** 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.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any

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data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to 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.6 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.7 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 CO. 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.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide

evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth Morrow
441 4th street NW, Suite 700S
Washington, DC
202-724-3959/ kenneth.morrow@dc.gov

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

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

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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: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference:

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination <i>[insert current Determination No. and Date]</i>
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice
J.4	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.5	Tax Certification Affidavit
J.6	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.7	General Provisions for Federally Funded Contracts, Revised 3/2/2001
J.8	Non-Collusion Affidavit..... (1 Page)

Attachment Number	Document
J.9	Certification of Eligibility..... (1 Page)
J.10	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transaction..... (1 Page)
J.11	Disclosure of Lobbying Activities..... (2 Pages)

Attachment Number	Document
J.12	Equal Opportunity/Non Segregated Facilities Certificate..... (1 Page)
J.13	Payment to Subcontractors and Suppliers Certificate..... (1 Page)
J.14	Certification for Grants, Loans, & Cooperative Agreements..... (1 Page)
J.15	Participation by Disadvantaged Business Enterprise and Non-Disadvantaged Business Enterprise Firms (For Federal-Aid Contracts without DBE Contract Goal Only)..... (2 Pages)

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that:

(a) It operates as:

- a corporation incorporated under the laws of the state of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature_____

Offeror ___has ___has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror___has ___has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

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- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.5.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and 2 copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. [DCTO-2010-R-0133, Highway Performance Management System Reassessment Software and Database Development- District Department of Transportation](#)".

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Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

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 **November 2, 2010 @ 2:00 PM**. 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 (1) or more of the following circumstances apply:

- (a) 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 offers;
- (b) 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, or
- (c) 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.

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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

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 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 5 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 5 days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO: Kenneth Morrow, 441 4th street NW, Suite 700S, 202-724-3959/ kenneth.morrow@dc.gov, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 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. 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.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT 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) that 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.14 CERTIFICATES OF INSURANCE

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

Kenneth Morrow
441 4th street NW, Suite 700S
202-724-3959/ kenneth.morrow@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror 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, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. 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.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 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.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.19.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION 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.

M.2 TECHNICAL RATING

M.2.1 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.

M.2.2 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

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score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Evaluation Factors Point Value

FACTOR A – Software Development Expertise consistent with requirements in Section C of the SOW (20)

FACTOR B – Proposed Methodology (20)

FACTOR C – Past Performance (15)

FACTOR D – Proposed Project Team (15)

FACTOR E – Compliance with Schedule (5)

TOTAL= (75)

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

M.3.1 TECHNICAL CRITERIA (75 Points Maximum)

M.3.1.2 Factor A – Proposed Software Development Expertise (20 Points maximum)

M.3.1.2.1 This evaluation factor considers the Contractor's specific expertise related to development and installation of similar large-scale, complex software projects within the past three (3) years that are consistent with the requirements in Section C of the SOW.

M.3.1.2.2 The Contractor will be evaluated on the toolsets, technical approach, and demonstrated viability of the proposed technical solution, based on a clear and thorough understanding of the SOW requirements. Offerors with a proven track record of expertise with their proposed toolset will be rated higher.

M.3.1.3 Factor B – Management Methodology (20 Points maximum)

M.3.1.3.1 This evaluation factor considers the managerial methodologies proposed for this project, including project management and the oversight and direction of the design, deployment, training, documentation, and ongoing support.

M.3.1.3.2 This factor will be evaluated based on the completeness of the proposed management methodology and its match to the Functional Requirements in Section C. The proposed methodology must demonstrate how the Contractor intends to manage the project and all deliverables successfully to completion within the desired timeframes. Approaches that minimize the need for custom programming and for excessive time commitments from District managers and staff will be rated higher.

M.3.1.4 Factor C – Past Performance on Similar Contracts (15 Points maximum)

M.3.1.4.1 This factor considers the Contractor’s performance within the last five (5) years in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of the contractor’s performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends of the Contractor’s performance shall be considered.

M.3.1.4.2 The Contractor shall provide a list of three (3) previous contracts for which the Contractor provided identical or similar work within the last five (5) years. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, Period of Performance, Name and Title of the Contract Person, and the Contact Person’s Telephone Number and Email Address.

M.3.1.5 Factor D – Proposed Project Team (15 Points maximum)

M.3.1.5.1 This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.

M.3.1.5.2 This factor will be evaluated on the specific skill sets of the proposed project team. Each key team member must provide the required specific expertise in large-scale software development projects, based on their project role.

M.3.1.6 Factor E – Compliance with Schedule (5 Points maximum)

M.3.1.6.1 This evaluation factor considers the proposed schedule. The TASS implementation phase must be completed within twelve months or less from contract award.

M.3.2 PRICE CRITERION (25 Points Maximum)

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:

$$\frac{\text{Lowest price proposal}}{\text{-----}} \times \text{weight} = \text{Evaluated price score}$$

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Price of proposal being evaluated

M.3.3 TOTAL POINTS (100 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points and price criterion points no CBE preference points are applicable due to federal guidelines.

M.4 EVALUATION OF OPTION YEARS

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