

<b>REQUEST FOR TASK ORDER PROPOSAL (RFTOP)</b> (THIS IS NOT AN ORDER) <b>OFFEROR TO COMPLETE BLOCKS 8 &amp; 29</b>		1. THIS ACQUISITION IS <input type="checkbox"/> SET ASIDE SBE ( _____ SBE Category) <input type="checkbox"/> SET ASIDE DCSS ( _____ Schedule) <input type="checkbox"/> GSA SCHEDULE ( _____ Schedule) <input checked="" type="checkbox"/> OPEN MARKET (FEDERAL FUNDS)			PAGE OF PAGES (incl. Cover)  <b>1</b>   <b>9</b>	
2. SOLICITATION NO. <b>DCKA-2009-Q-0175</b>		3. DATE ISSUED <b>March 9, 2009</b>	4. REQUISITION NO.	5. CONTRACT NUMBER		6. OFFER DUE DATE <b>2pm on March 16, 2009</b>
7A. ISSUED BY  <b>District Department of Transportation Office Of Contracting and Procurement 2000 14<sup>th</sup> Street, NW; 6<sup>th</sup> Floor Washington, DC 20009</b>				7B. SOLICITATION INFORMATION  NAME: Scott Cary PHONE: 202 671-2275 FAX: 202 671-0664 E-MAIL: <a href="mailto:scott.cary@dc.gov">scott.cary@dc.gov</a>		
8A ADMINISTERED BY				8B DELIVER TO:		
9. DELIVER BY (Date)				10. PAYMENT WILL BE MADE BY		
9(a). <input type="checkbox"/> FOB DESTINATION 9(b). <input type="checkbox"/> OTHER (See Schedule)						
11. OFFEROR  11(a) DUNS NO. _____ 11(b) FEDERAL TAX ID NO. _____				11(c) Certification (Check Appropriate Boxes)  <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Long Time <input type="checkbox"/> Enterprise Zone  Certification No. _____		
<b>IMPORTANT:</b> If you are unable to provide a response, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by offeror. Any representations and/or certifications attached to this Request for Task order Proposal must be completed by the offeror.						
<b>12. SCHEDULE (Include applicable Federal, State and local taxes)</b>						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS	
		%	%	%	%	
14. NAME AND ADDRESS OF OFFEROR (Street, city, county, State and ZIP Code)			15. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER		16. DATE OF OFFER	
			17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)	

**REQUEST FOR QUOTATION (RFQ)**  
**DCKA-2009-Q-0175**  
**SOFTWARE DEVELOPER FOR MATERIAL QUALITY ASSURANCE & QUALITY**  
**CONTROL (QAQC) MANAGEMENT SYSTEM**

**1. SERVICES/SUPPLIES REQUIRED**

Work shall be performed in accordance with the SOW attached hereto and such SOW shall be made a part of any resultant purchase order (PO) awarded to the successful bidder.

**2. PURCHASE ORDER/REQUISITION No.:**

**3. PERIOD OF PERFORMANCE:**

The period of performance shall be for a period of one eighty (180 calendar days) with an option to extend the term of the contract for an additional sixty (60) calendar days from the (PO) issue date. The number of days assumes a five (5) day, eight (8) hours per day work week.

**4. BASIS FOR AWARD:**

**4.1** The Contracting Officer will award the PO based upon the following criteria listed from the most to least important order of priority:

**4.1.1** Firm-Fixed Unit Price;

**4.1.2** Contractor's Past Performance:

**4.1.2.1** The relevancy of the past performance experience examples provided by the Offeror;

**4.1.2.2** The extent to which the Contractor's experience and past performance on the same or similar projects demonstrates a likelihood of successfully performing all of the tasks set forth in section, 2.2; and

**4.1.2.3** The quality of references provided by the identified contact personnel.

**4.1.3** Contractor's Qualifications:

**4.1.3.1** The offeror's specialized experience and technical expertise;

**4.1.3.2** The offeror's understanding of the Statement of Work and its ability to accomplish the work in this Request for Quotation by the delivery date as demonstrated in his technical proposal, proposed personnel and resources.

**4.1.3.3** The quality and demonstrated capabilities of key personnel. The experience and education of staff member(s) to be assigned to the project; and

**4.1.3.4** The extent to which personnel from the referenced projects are proposed on this project;

**5. PROPOSAL PREPARATION**

**5.1** Offerors must submit information that demonstrates their ability to meet the evaluation criteria.

- 5.2** Offerors should submit a firm-fixed unit price and estimated man-hours by labor category as their price proposal. Offerors prices must reflect the fact that the District will provide the contractor with the following:
- 5.2.1** Office space,
  - 5.2.2** Computer, and
  - 5.2.3** office supplies.

**6. CONTRACTING OFFICER (CO):**

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

Kathy Hatcher  
District Department of Transportation  
Office of Contracting and Procurement  
Address: 2000 14<sup>th</sup> Street, NW; 6<sup>th</sup> Floor  
Telephone: (202) 671-2270

**7. AUTHORIZED CHANGES BY THE CO**

- 7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 7.2** 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.
- 7.3** 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.

**8. CO'S TECHNICAL REPRESENTATIVE (COTR):**

- 8.1** The COTR is responsible for general administration of the contract and advising the CO 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:

Name: Mr. Khalif Hired  
IT Operations Manager  
Office of Information Technology and Innovation  
District Department of Transportation  
64 New York Avenue NE

Washington, DC 20002  
(202) 741-8530  
Email: [Khalif.Hired@dc.gov](mailto:Khalif.Hired@dc.gov)

- 8.2** The COTR shall not have authority to make any changes in the specifications or SOW or terms and conditions of the contract/PO.
- 8.3** The Contractor may be held 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.

**9. COMPENSATION AND PAYMENT:**

- 9.1** For satisfactory performance and delivery of the services and deliverables set forth in the attached SOW, the contractor shall be paid in accordance with the price specified in the contractor's Price Proposal.
- 9.2** The District will make payments in accordance with the terms of the PO upon the submission of a proper invoice less any discounts, allowances or adjustments provided for in the PO.
- 9.3** The District will pay the Contractor within 45 days after receiving a proper invoice from the Contractor.

**10. INVOICE SUBMITTAL:**

- 10.1** The contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate. The original and one copy must be submitted to the Associate Chief Financial Officer (CFO) with a concurrent copy submitted to the COTR specified in paragraph 6 of this RFQ. The address of the ACFO is:

**Name:** Office of the Associate Chief Financial Officer  
**Address:** Accounts Payable  
2000 14<sup>th</sup> Street, NW-6<sup>th</sup> Floor  
Washington, DC 20009

- 10.1** To constitute a proper invoice, the Contractor shall submit the following information:
- 10.1.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- 10.1.2** contract, formal agreement or PO and invoice numbers;
- 10.1.3** description, price, quantity (if supplies), service delivery date(s) and the percent of work actually performed;

- 10.1.4 other supporting documentation or information, as required by the CO or COTR;
- 10.1.5 name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- 10.1.6 name, title, phone number of person preparing the invoice;
- 10.1.7 name, title, phone number and mailing address of person; and
- 10.1.8 authorized signature.

## **11. ADVISORY AND ASSISTANCE SERVICES**

The contract is a “nonpersonal services contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

## **12. QUALIFICATIONS APPLICATION DEVELOPER**

The contractor shall supply an application developer possessing the following qualifications:

- 12.1 8 or more years of professional Software Development experience;
- 12.2 5 or more years experience with Web Development in .NET;
- 12.3 5 or more years experience programming with (VB.NET, C#, ASP.NET);
- 12.4 expertise with RDBMS and SQL;
- 12.5 expertise with Object Oriented programming;
- 12.6 expertise with Visual Studio;
- 12.7 ability to coordinate multiple projects/assignments concurrently under tight deadlines;
- 12.8 organizational and problem solving abilities;
- 12.9 verbal and written communication skills;
- 12.10 ability to work through issues independently;
- 12.11 analytical and abstract problem solving skills; and
- 12.12 ability to learn and adapt to change.

## **13. RECORD RETENTION**

- 13.1 Electronic and paper documents, forms, survey instruments, background materials secured as part of this contract shall be considered the property of the District of Columbia.
- 13.2 Contractor shall periodically review these resource materials with the COTR and establish file and retention plans.

- 13.3** No later than fourteen (14) days before the close-out of the contract, the contractor shall review with the COTR all project-related materials and agree on a disposition plan.

#### **14. RIGHTS IN DATA**

- 14.1 “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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.

14.6 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:

14.6.1 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;

14.6.2 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;

14.6.3 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.

14.7 The restricted rights set forth in section 14.6 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.

- 14.8 In addition to the rights granted in Section 14.6 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 14.6 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.
- 14.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, 14. 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.
- 14.10 For all computer software furnished to the District with the rights specified in Section 14.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section 14.5. For all computer software furnished to the District with the restricted rights specified in Section 14.6, 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.
- 14.11 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.
- 14.12 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.
- 14.13 paragraphs 14.6, 14.7, 14.8, 14.11 and 14.12 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

**15 DELIVERY OF WORK PRODUCT/INSTRUCTION FROM COTR**

The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional instructions that the District COTR may direct. During performance under this contract and/or at completion of work, the Contractor shall provide orderly hand-over of work products and deliverables to the District COTR, including all documentation, electronic or otherwise, created during performance of the contract. All work product produced under the contract is at all times the property of the District.

**16. DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

**17. ORDER OF PRECEDENCE**

Any inconsistency in the contract resulting from this Request for Quotation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Attachment A), the PO and the Request for Quotation.

**ATTACHMENT(S)**

- Attachment A – Statement of Work
- Attachment B – Experience Questionnaire
- Attachment C – Past Performance Evaluation Form
- Attachment E – DDOT Title VI Assurance Statement