

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
METROPOLITAN POLICE DEPARTMENT**

**REQUEST FOR PROPOSALS**

**NO. DCTO-2011-R-0022**

**MPD PHOTO ENFORCEMENT UNITS**

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

**B.1 INTRODUCTION**

The District of Columbia Government, Office of Contracting and Procurement (OCP), on behalf of the Metropolitan Police Department (MPD) (the “District”) is seeking one or more Contractors to provide new photo enforcement technology to be used by MPD that is capable of capturing data, images and video related to a variety of moving infractions that can’t be captured using the District’s existing equipment. Most of the fixed units will attach to existing red light and speed enforcement units and provide additional types of enforcement at those sites. Other fixed units will be deployed at sites that have historically had problems with gridlock, speed and pedestrian safety violations. The portable units will be used at sites throughout the District with high rates of crashes, fatalities, and violations.

**B.2 CONTRACT TYPE**

The District contemplates award of one or more firm-fixed price contracts, each with a three (3) year base period and two one (1) year options for the requirements stated in the schedule below. The District will accept proposals for one or more Contract Line Items in the schedule below. An offeror who submits a proposal for one or more types of Enforcement Units must also submit offers for documentation and training on maintenance and operation and for additional rechargeable batteries.

**B.3 PRICE SCHEDULE**

**B.3.1 THREE YEAR BASE – FIRM FIXED PRICE**

**B.3.1.1 BASE PERIOD – YEAR ONE**

<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0001A	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.6)	16	\$_____	\$_____
0001B	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.6)	16	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0001C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Intersection Photo Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
0002A	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.7)	20	\$ _____	\$ _____
0002B	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.7)	28	\$ _____	\$ _____
0002C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Traffic Control Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
0003A	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.8)	16	\$ _____	\$ _____
0003B	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.8)	16	\$ _____	\$ _____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0003C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable LIDAR-based Automated Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
0004A	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.9)	12	\$_____	\$_____
0004B	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.9)	12	\$_____	\$_____
0004C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
0005A	Portable Pedestrian Safety Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.10)	12	\$_____	\$_____
0005B	Portable Pedestrian Safety Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.10)	12	\$_____	\$_____
0005C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Pedestrian Safety Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0006A	Portable Oversized Vehicle Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.11)	12	\$_____	\$_____
0006B	Portable Oversized Vehicle Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.11)	12	\$_____	\$_____
0006C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Oversized Vehicle Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
0007A	Portable Overweight Vehicle Enforcement Unit with 5-year warranty - One Lane Coverage (Sections C.5 and C.12)	4	\$_____	\$_____
0007B	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Overweight Vehicle Enforcement Unit (Section C.13)	1 Lot	\$_____	\$_____
	Grand Total – B.3.1.1			\$_____



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**B.3.1.2 BASE PERIOD – YEAR TWO**

<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1001A	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.6)	8	\$_____	\$_____
1001B	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.6)	8	\$_____	\$_____
1001C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Intersection Photo Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
1002A	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.7)	8	\$_____	\$_____
1002B	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.7)	8	\$_____	\$_____
1002C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Traffic Control Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
1003A	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.8)	8	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1003B	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.8)	8	\$_____	\$_____
1003C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable LIDAR-based Automated Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
1004A	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.9)	8	\$_____	\$_____
1004B	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.9)	8	\$_____	\$_____
1004C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
1005A	Portable Pedestrian Safety Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.10)	8	\$_____	\$_____
1005B	Portable Pedestrian Safety Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.10)	8	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1005C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Pedestrian Safety Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
1006A	Portable Oversized Vehicle Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.11)	8	\$ _____	\$ _____
1006B	Portable Oversized Vehicle Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.11)	8	\$ _____	\$ _____
1006C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Oversized Vehicle Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
1007A	Portable Overweight Vehicle Enforcement Unit with 5-year warranty - One Lane Coverage (Sections C.5 and C.12)	4	\$ _____	\$ _____
1007B	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Overweight Vehicle Enforcement Unit (Section C.13)	1 Lot	\$ _____	\$ _____
Grand Total – B.3.1.2				\$ _____

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**B.3.1.3 BASE PERIOD – YEAR THREE**

<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
2001A	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.6)	8	\$_____	\$_____
2001B	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.6)	8	\$_____	\$_____
2001C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Intersection Photo Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
2002A	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.7)	8	\$_____	\$_____
2002B	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.7)	8	\$_____	\$_____
2002C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Traffic Control Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
2003A	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.8)	8	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
2003B	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.8)	8	\$_____	\$_____
2003C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable LIDAR-based Automated Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
2004A	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.9)	8	\$_____	\$_____
2004B	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.9)	8	\$_____	\$_____
2004C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
2005A	Portable Pedestrian Safety Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.10)	8	\$_____	\$_____
2005B	Portable Pedestrian Safety Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.10)	8	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
2005C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Pedestrian Safety Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
2006A	Portable Oversized Vehicle Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.11)	8	\$ _____	\$ _____
2006B	Portable Oversized Vehicle Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.11)	8	\$ _____	\$ _____
2006C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Oversized Vehicle Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
2007A	Portable Overweight Vehicle Enforcement Unit with 5-year warranty - One Lane Coverage (Sections C.5 and C.12)	4	\$ _____	\$ _____
2007B	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Overweight Vehicle Enforcement Unit (Section C.13)	1 Lot	\$ _____	\$ _____
Grand Total – B.3.1.3				\$ _____

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**B.3.2 OPTION YEAR ONE – FIRM FIXED PRICE**

<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
3001A	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.6)	8	\$_____	\$_____
3001B	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.6)	8	\$_____	\$_____
3001C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Intersection Photo Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
3002A	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.7)	8	\$_____	\$_____
3002B	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.7)	8	\$_____	\$_____
3002C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Traffic Control Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
3003A	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.8)	8	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
3003B	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.8)	8	\$_____	\$_____
3003C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable LIDAR-based Automated Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
3004A	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.9)	8	\$_____	\$_____
3004B	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.9)	8	\$_____	\$_____
3004C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
3005A	Portable Pedestrian Safety Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.10)	8	\$_____	\$_____
3005B	Portable Pedestrian Safety Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.10)	8	\$_____	\$_____



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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
3005C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Pedestrian Safety Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
3006A	Portable Oversized Vehicle Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.11)	8	\$ _____	\$ _____
3006B	Portable Oversized Vehicle Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.11)	8	\$ _____	\$ _____
3006C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Oversized Vehicle Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
3007A	Portable Overweight Vehicle Enforcement Unit with 5-year warranty - One Lane Coverage (Sections C.5 and C.12)	4	\$ _____	\$ _____
3007B	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Overweight Vehicle Enforcement Unit (Section C.13)	1 Lot	\$ _____	\$ _____
Grand Total – B.3.2				\$ _____

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**B.3.3 OPTION YEAR TWO – FIRM FIXED PRICE**

<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
4001A	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.6)	8	\$_____	\$_____
4001B	Portable Intersection Photo Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.6)	8	\$_____	\$_____
4001C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Intersection Photo Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
4002A	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.7)	8	\$_____	\$_____
4002B	Fixed Intersection Traffic Control Violation Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.7)	8	\$_____	\$_____
4002C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Traffic Control Violation Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
4003A	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.8)	8	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
4003B	Portable LIDAR-based Automated Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.8)	8	\$_____	\$_____
4003C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable LIDAR-based Automated Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
4004A	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Two Lane Coverage (Sections C.5 and C.9)	8	\$_____	\$_____
4004B	Fixed Intersection Speed Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.9)	8	\$_____	\$_____
4004C	Documentation and One-Week User Training Session on Maintenance and Operation of Fixed Intersection Speed Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$_____	\$_____
4005A	Portable Pedestrian Safety Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.10)	8	\$_____	\$_____
4005B	Portable Pedestrian Safety Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.10)	8	\$_____	\$_____

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<b>Contract Line Item</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
4005C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Pedestrian Safety Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
4006A	Portable Oversized Vehicle Enforcement Unit with 5-year warranty - Two Lane Coverage (Sections C.5 and C.11)	8	\$ _____	\$ _____
4006B	Portable Oversized Vehicle Enforcement Unit with 5-year warranty – Three Lane Coverage (Sections C.5 and C.11)	8	\$ _____	\$ _____
4006C	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Oversized Vehicle Enforcement Unit (for two and/or three lane units, as applicable) (Section C.13)	1 Lot	\$ _____	\$ _____
4007A	Portable Overweight Vehicle Enforcement Unit with 5-year warranty - One Lane Coverage (Sections C.5 and C.12)	4	\$ _____	\$ _____
4007B	Documentation and One-Week User Training Session on Maintenance and Operation of Portable Overweight Vehicle Enforcement Unit (Section C.13)	1 Lot	\$ _____	\$ _____
Grand Total – B.3.3				\$ _____

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**B.4 OPEN MARKET SOLICITATION WITH MANDATORY SUBCONTRACTING  
(SUPPLIES AND SERVICES)**

An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan (Attachment J.11) that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

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

**C.1 SCOPE**

The Metropolitan Police Department (MPD) has a requirement for a Contractor(s) to provide new photo enforcement technology to be used by MPD that is capable of capturing data, digital images and video related to a variety of moving infractions that can't be captured using the District's existing equipment. The MPD requires "turn-key" solutions using current technology. The MPD will perform all post-delivery installation and on-site (user) maintenance.

**C.2 APPLICABLE DOCUMENTS**

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

<b>Item No.</b>	<b>Document Type/Title</b>	<b>Location</b>
0001	Violation Code Table	Attachment J.12

**C.3 DEFINITIONS**

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

ATEU – Automated Traffic Enforcement Unit, which is the unit in the Metropolitan Police Department responsible for the operation of the Automated Traffic Enforcement Program.

Break-Fix – Technical support of the installed units that enables inoperable equipment to be fixed, either by swapping out parts or using remote diagnostic tools to fix issues that are preventing the unit from working properly.

Control Computer – The computer that controls the cameras and violation detection hardware and software so that the camera and other equipment can detect a violation and can capture the data, images and video. A Control Computer is a component of each Enforcement Unit.

DRD – Digital Recording Device capable of storing up to 30 days of data, pictures and videos from violations captured in the field by each Enforcement Unit. The drives should be able to be swapped out in the field (C.5.2.6).

DMV – Department of Motor Vehicles.

Enforcement Unit (or Unit) – One entire set of equipment and hardware used on the streets, either in a fixed or portable configuration, which provides capture of data, images and video and transmits them to the District's backend processing software system.

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Implementation Period – the period of time from the date of contract award until the date the equipment has been tested and accepted by the District’s Contract Administrator.

LIDAR - Stands for Light Detection and Ranging. LIDAR is an optical remote sensing technology that can measure the speed of a vehicle as well as the distance to the vehicle.

MCMIS – Motor Carrier Management Information System, the federal data repository for names and addresses of the owners of motor carrier vehicles.

MPD – Metropolitan Police Department.

NCIC – National Crime Information Center, a computerized index of criminal justice information, including stolen or wanted vehicle data.

NLETS – National Law Enforcement Telecommunications System, used to obtain name and address information for the registered owner of a vehicle license plate detected in violation of District regulations.

Plate – A unique vehicle license number on a metal plate or paper temporary tag affixed to the rear of a vehicle, issued by a government agency to enable identification of the vehicle.

Portable – An enforcement unit that is mounted on a trailer with wheels or that can be loaded by no more than one person of normal strength into the back of an SUV or pickup truck so that it can be moved from one enforcement site to another.

RADAR – Stands for Radio Detection and Ranging. RADAR is an object-detection system which uses radio waves to determine the speed and direction of moving objects such as vehicles.

System – The District’s ticket processing backend software used by MPD personnel to process the data, images and video from the field units into an issued ticket or a documented reject.

Tag – Another name for a vehicle license plate.

USDOT – United States Department of Transportation.

Violation Code Table – A set of data used to identify civil moving or parking violations in the District of Columbia.

WALES – Stands for Washington Area Law Enforcement System. It is the District of Columbia front-end interface to NLETS and NCIC.

#### **C.4 BACKGROUND**

The primary aim and focus of the District's photo enforcement program is to provide consistent enforcement of traffic regulations to reduce crashes, injuries and fatalities. The Metropolitan Police Department (MPD) began issuing photo-enforced red light violations in August, 1999 and photo-enforced speeding violations in August, 2001. Red light cameras are connected to an intersection traffic controller and communicate with vehicle detection devices to capture data, images and video of vehicles passing the violation point at an intersection after the light has turned red. Stationary and vehicle-based speed cameras use RADAR to detect the vehicle's speed and capture data and images. The District currently has fifty-two (52) red light camera units, ten (10) stationary speed units, and deploys up to twenty-one (21) vehicle-based speed units three (3) shifts a day, Monday through Saturday.

#### **C.5 REQUIREMENTS FOR ALL EQUIPMENT TYPES (CLIN's 0001A through 0007; CLIN's 1001A through 1007; CLIN's 2001A through 2007; CLIN's 3001A through 3007; and CLIN's 4001A through 4007)**

**C.5.1** The Contractor shall provide new photo enforcement equipment that meets the following requirements:

**C.5.1.1** All components of the Enforcement Units shall be securely contained in protective, tamper-proof housing(s). The Contractor shall describe the type and specifications of the housing(s) in the proposal. The control computer for each Unit may be in the camera housing or not, at the Contractor's election

**C.5.1.2** Locks shall be provided for the equipment housings. Locks shall be designed to prevent tampering and a method of opening the locks shall be provided that is easy for authorized District users to operate. The Contractor shall describe the type of lock and method of opening in the proposal.

**C.5.1.3** The units and housing shall include environmental controls to maintain optimum operating temperatures and that allow the units to operate in a variety of weather and lighting conditions. The units shall be ruggedized to operate without degradation in performance in ambient temperature variations from -10 degrees Fahrenheit to +120 degrees Fahrenheit and without allowing leakage of moisture into the Units' housing in adverse environmental conditions including snow, wind and rain.

**C.5.1.4** Equipment Deliveries: The Contractor shall deliver the equipment required to the designated photo enforcement facility, currently located at 3165 V St NE, Washington, D.C., attention to the ATEU Program Manager, or other site designated by the Contract Administrator

**C.5.1.4.1** Equipment Deliveries for Base Year One: The Contractor shall deliver the equipment required in Base Year One, in complete Enforcement Units within



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sixty (60) calendar days of contract award. The Contractor shall deliver documentation for user training (CLIN's 0001C, 0002C, 0003C, 0004C, 0005C, 0006C, and 0007B) as provided in Section F.3.1.

**C.5.1.4.2** Equipment Deliveries for Base Year Two: The Contractor shall deliver the equipment required in Base Year Two, in complete Enforcement Units within sixty (60) calendar days of the first day of Base Year Two. The Contractor shall deliver documentation for user training (CLIN's 1001C, 1002C, 1003C, 1004C, 1005C, 1006C, and 1007B) as provided in Section F.3.1.

**C.5.1.4.3** Equipment Deliveries for Base Year Three: The Contractor shall deliver the equipment required in Base Year Three, in complete Enforcement Units within sixty (60) calendar days of the first day of Base Year Three. The Contractor shall deliver documentation for user training (CLIN's 2001C, 2002C, 2003C, 2004C, 2005C, 2006C, and 2007B) as provided in Section F.3.1.

**C.5.1.4.4** Equipment Deliveries for Option Year One: The Contractor shall deliver the equipment required in Option Year One, in complete Enforcement Units within sixty (60) calendar days of the first day of Option Year One. The Contractor shall deliver documentation for user training (CLIN's 3001C, 3002C, 3003C, 3004C, 3005C, 3006C, and 3007B) as provided in Section F.3.1.

**C.5.1.4.5** Equipment Deliveries for Option Year Two: The Contractor shall deliver the equipment required in Option Year Two, in complete Enforcement Units within sixty (60) calendar days of the first day of Option Year Two. The Contractor shall deliver documentation for user training (CLIN's 4001C, 4002C, 4003C, 4004C, 4005C, 4006C, and 4007B) as provided in Section F.3.1.

**C.5.1.5** The Contractor shall provide color images or diagrams of each of the proposed Unit types and other system components, including all dimensions, in the proposal.

**C.5.1.6** Pricing for each Enforcement Unit shall include the infraction detection and imaging technology; a control computer; the unit's protective housing; shipping; a DRD; all software, peripherals, auxiliary lighting, connectors, mounting devices and hardware (as applicable); wiring; and a USB port to connect to a District-supplied communications card to enable the unit to wirelessly upload data, digital images, and video to the District's designated secure server. Pricing also shall include required maintenance and warranties (C.5.3) and all licenses required for the District to use and maintain the equipment throughout its useful life. The Contractor shall deliver licenses for third-party software, if applicable, at the time it delivers the hardware.

**C.5.2** Photo enforcement units shall be capable of performing the following functions to capture violations, data, digital images, and video:

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- C.5.2.1** Enforcement Units shall capture environmental images, including specific traffic signs or signals, required signage, and shall be capable of capturing images of vehicles and their license plates with a high degree of success and accuracy.
- C.5.2.2** The Units shall provide effective license plate capture at night and in reduced ambient light situations.
- C.5.2.3** The Contractor shall demonstrate that the cameras can accurately capture the designated violations and clear vehicle and plate images from all of the captured lanes by providing at least five (5) sample picture sets of captured vehicles and tags across lanes using their existing or proposed photo enforcement solutions.
- C.5.2.4** The Units shall generate 8-bit .jpg images with at least 16-megapixel resolution. The Contractor shall provide in its proposal sample tag images for at least ten (10) DC, ten (10) MD, ten (10) VA, and thirty (30) other states using their existing photo enforcement solutions in the proposal. Half of the sample tag images shall be captured during daylight and half shall be captured during nighttime.
- C.5.2.5** The Enforcement Units of each type must be capable of capturing violations occurring in the number of lanes of traffic specified in sections C.6 through C.12, respectively (see Base Year One CLIN's 0001A thru 0007 and corresponding CLINs for other years). The direction of the enforcement angles shall be movable so the units can be placed either on the left or right side of the roadway and angled toward the desired enforcement area by trained MPD personnel.
- C.5.2.6** Each Unit shall include a local Digital Recording Device (DRD) for the unit to store the data, images and video of detected violations for at least one (1) calendar week.
- C.5.2.7** The Units shall support remote visual review of video on the DRD for a specific location, date and time range (typically two hours) for data searches, including partial tag number searches, vehicle type and color searches, and owner searches.
- C.5.2.8** The live video at the unit and the unit settings shall be remotely viewable by authorized MPD users. The video quality shall be sufficient to capture the tag numbers of vehicles passing the unit and to allow for counting traffic and pedestrians in the field of view.
- C.5.2.9** The Unit's settings shall be remotely adjustable by authorized users. The unit's data, digital images and video shall be secured, password protected and access limited to authorized users as will be determined by the MPD ATEU Program Manager during the course of the contract. The Units' shall enable the MPD

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ATEU Program Manager to have administrative rights to set and reset passwords for authorized users.

**C.5.2.10** The Units shall be capable of interfacing wirelessly in a short-range environment with MPD portable computers, currently the Panasonic Tough Book CF30s equipped with broadband wireless communication cards, CF29, C74 or equivalent, to view live video and download data, images and video for authorized users.

**C.5.3** Maintenance and Warranty: The Contractor shall maintain the equipment during the contract period as follows:

**C.5.3.1** The Contractor shall provide a five-year warranty that provides coverage for all parts including the rechargeable battery units, battery rechargers, labor, environmental fees, and shipping fees. The District will send to Contractor products under warranty and Contractor shall provide a maximum four (4) calendar week turnaround on repair or replacement for these products. The Offeror shall describe the proposed warranty in their proposal. The warranty period shall begin upon the delivery of the unit to MPD.

**C.5.3.2** The Contractor shall provide loaner equipment to the District no later than two (2) calendar days from the date that the District sends a unit to the Contractor for warranty repair. The Contractor shall provide the repair time information in their proposals. The loaner units shall be fully compatible with the existing units and require no modifications to the unit's configuration to be fully operable.

**C.5.3.3** Calibration of the units shall be included as part of the maintenance warranty for the Unit. The Contractor shall provide calibration of the units on the schedule set by and to the specifications of the manufacturer of the unit. The Contractor shall specify the schedule and duration of the calibration of the units in the proposal. All shipping costs for the calibration of the units shall be included in the cost of the unit.

**C.5.3.4** The District will return unusable rechargeable batteries from Units delivered under the Contract to the Contractor for disposal. The Contractor shall follow Federal and/or state legal requirements for disposal of rechargeable batteries upon return from MPD.

**C.5.4** The Enforcement Units shall be capable of wirelessly transmitting violation data, digital images, and video to the District's designated server using the following specifications. The Contractor shall describe its proposed implementation of the requirements of section C.5.4 in its proposal.

**C.5.4.1** Each Unit shall include a "high-end" high-capacity USB port that will connect to a District-supplied broadband communication card, which will use District-supplied monthly cellular service using, at a minimum, 3-G technology to

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communicate data, images and video wirelessly in real-time to a designated secure ticket processing system server. The Contractor shall also include an 802.11g or higher Wi-Fi adapter with each Unit.

- C.5.4.2** The Units shall provide for automated transmission of the data, digital images and video to the District's designated server no later than thirty (30) minutes following the capture of the violation. After transmission to the District's designated server, MPD personnel will process the detected infractions using the District's back-end ticket processing system.
- C.5.4.3** The Units shall store and transmit the data, digital images and video as encrypted files only if the Contractor provides an executable or software development kit to un-encrypt the data, images and video after they have been transferred to the District's ticket processing system. The data shall be provided in either .txt or .xml format. The images shall be provided in .jpg format and the videos shall be provided in .avi format. The Contractor shall provide CODEC if it is required for the videos to be played.
- C.5.4.4** The Units shall automatically store captured data, images and video associated with a single violation event for processing purposes. The Units shall use a naming convention for the data, image and video files associated with a single event that includes similar data elements for the event so that there is never a duplicate file name created by the Unit and so that the event files can be associated with the unit, date, and time of the event. The Contractor shall specify in the proposal the method to be used to package or name violation events for output to the District's ticket processing system.
- C.5.5** Should the Contractor's solution require use of customized software, then Contractor shall agree to place source code and documentation on the source code in escrow with third party.
- C.5.6** Equipment Upgrades: Contractor shall include in Enforcement Units delivered under the Contract after Base Year One all improvements and upgrades incorporated in its similar commercial Units. For major upgrades that substantially affect price, the Contractor may submit to the District a priced proposal for the added cost to the District of an upgraded Unit. Acceptance of an upgraded version of a Unit shall be at the sole discretion of the District. Unless an upgraded version is agreed to by written bi-lateral contract modification, Contractor shall deliver Units conforming to the Contract requirements that are equal in quality and features to Units delivered and accepted for Base Year requirements.

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**C.6 REQUIREMENTS, PORTABLE INTERSECTION PHOTO VIOLATION ENFORCEMENT UNIT (CLIN's 0001A, 0001B, 1001A, 1001B, 2001A, 2001B, 3001A, 3001B, 4001A and 4001B)**

- C.6.1** Portable Intersection Photo Violation Enforcement Units shall meet the following specifications to enforce moving violations, including failure to come to a complete stop when encountering a stop sign, blocking the crosswalk, and failure to yield the right of way to a pedestrian, at non-signalized intersections:
- C.6.2** Portable Units shall be capable of being positioned at the side of a roadway and shall physically fit between a curb and the sidewalk (maximum width for the Unit shall be no more than 30 inches) without any portion of the Unit projecting into the roadway or over the sidewalk. The units shall be easily transportable from one site to another by a trained MPD employee using a trailer or other means of transferring the unit.
- C.6.3** Each Unit shall include and be powered by a rechargeable battery. The units shall be able to operate for at least forty-eight (48) hours between charging. The batteries shall be replaceable in the field so the units do not have to be moved.
- C.6.4** Each Unit shall include one set of spare rechargeable batteries and a battery recharger capable of being plugged into a regular three-prong electrical 110 volt outlet to recharge that can accommodate the number and type of spare rechargeable batteries associated with the Unit. The Contractor shall provide the time necessary to fully recharge the batteries with their proposal. Both required sets of rechargeable batteries (original and spare) and the recharger shall be replaced under warranty if they become unusable during the warranty period without fault of the District.
- C.6.5** The Units may use RADAR, LIDAR, or video with predictive analytic software to detect vehicles and violations. The Contractor shall specify the type of vehicle and violation detection to be included in these Units in the proposal. Digital images must be captured as part of each violation detected. Violation detection devices and processing shall be fully portable with the unit. The units shall be able to capture the data, images, and video necessary to clearly identify the violating vehicle and violations committed.

**C.7 REQUIREMENTS, FIXED INTERSECTION TRAFFIC CONTROL VIOLATION ENFORCEMENT UNIT (CLIN's 0002A, 0002B, 1002A, 1002B, 2002A, 2002B, 3002A, 3002B, 4002A and 4002B)**

- C.7.1** The Fixed Intersection Traffic Control Violation Enforcement Units shall meet the following specifications to enforce moving violations, including failing to clear the intersection, passing a red light, turning right on red where prohibited, failing to come to a complete stop before turning on a red light, blocking the crosswalk, and failure to yield the right of way to a pedestrian, at signalized intersections:
- C.7.2** These fixed units shall be capable of being securely strapped to an existing red light camera, auxiliary flash pole, or other designated pole. The Units shall include all

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necessary mounting hardware. The unit shall be powered by direct connection to the 110 volt power that exists in the pole to which it is attached using a standard three-prong electrical plug.

**C.7.3** The Units may use RADAR, LIDAR, or video with predictive analytic software to detect vehicles and violations. The Contractor shall specify the type of vehicle and violation detection to be included in these Units in the proposal. Digital images must be captured as part of each violation detected. The units shall be able to capture the data, images, and video necessary to clearly identify the violating vehicle and violations committed.

**C.8 REQUIREMENTS, PORTABLE LIDAR-BASED AUTOMATED SPEED ENFORCEMENT UNIT (CLIN's 0003A, 0003B, 1003A, 1003B, 2003A, 2003B, 3003A, 3003B, 4003A and 4003B)**

**C.8.1** Portable LIDAR-Based Automated Speed Enforcement Units shall meet the following specifications to enforce speeding violations in the District of Columbia:

**C.8.2** The Units shall be capable of being positioned at the side of a roadway and shall physically fit between a curb and the sidewalk (maximum width for the Unit shall be no more than 30 inches) without any portion of the Unit projecting into the roadway or over the sidewalk. The units shall be easily transportable from one site to another by a trained MPD employee using a trailer or other means of transferring the unit.

**C.8.3** Each Unit shall include and be powered by a rechargeable battery. The units shall be able to operate for at least forty-eight (48) hours between charging. The batteries shall be replaceable in the field so the units do not have to be moved.

**C.8.4** Each Unit shall include one set of spare rechargeable batteries and a battery recharger capable of being plugged into a regular three-prong electrical 110 volt outlet to recharge that can accommodate the number and type of spare rechargeable batteries associated with the Unit. The Contractor shall provide the time necessary to fully recharge the batteries with their proposal. Both required sets of rechargeable batteries (original and spare) and the recharger shall be replaced under warranty if they become unusable during the warranty period without fault of the District.

**C.8.5** The Units may use RADAR, LIDAR, or video with predictive analytic software to detect vehicles and shall use LIDAR to detect violations. The Contractor shall specify the type of vehicle and violation detection to be included in these Units in the proposal. Digital images must be captured as part of each violation detected. Violation detection devices and processing components shall be fully portable with the unit. The units shall be able to capture the data, images, and video necessary to clearly identify the violating vehicle and violations committed.

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**C.9 REQUIREMENTS, FIXED INTERSECTION SPEED ENFORCEMENT UNIT**  
(CLIN's 0004A, 0004B, 1004A, 1004B, 2004A, 2004B, 3004A, 3004B, 4004A and 4004B)

**C.9.1** Fixed Intersection Speed Enforcement Units shall meet the following specifications to enforce speeding violations on all traffic signal phases at signalized intersections:

**C.9.2** These fixed units shall be capable of being securely strapped to an existing red light camera, auxiliary flash pole, or other designated pole. The Units shall include all necessary mounting hardware. The unit shall be powered by direct connection to the 110 volt power that exists in the pole to which it is attached using a standard three-prong electrical plug.

**C.9.3** The Units may use RADAR, LIDAR, or video with predictive analytic software to detect vehicles and shall use LIDAR to detect violations. The Contractor shall specify the type of vehicle and violation detection to be included in these Units in the proposal. Digital images must be captured as part of each violation detected. The units shall be able to capture the data, images, and video necessary to clearly identify the violating vehicle and violations committed.

**C.10 REQUIREMENTS, PORTABLE PEDESTRIAN SAFETY ENFORCEMENT UNIT**  
(CLIN's 0005A, 0005B, 1005A, 1005B, 2005A, 2005B, 3005A, 3005B, 4005A and 4005B)

**C.10.1** The Contractor shall provide portable pedestrian safety enforcement units that meet the following specifications to enforce moving violations, including blocking the crosswalk, failure to yield the right of way to a pedestrian, and passing a vehicle that is stopped for a pedestrian, at a non-signalized crosswalk:

**C.10.2** Portable Units shall be capable of being positioned at the side of a roadway and shall physically fit between a curb and the sidewalk (maximum width for the Unit shall be no more than 30 inches) without any portion of the Unit projecting into the roadway or over the sidewalk. The units shall be easily transportable from one site to another by a trained MPD employee using a trailer or other means of transferring the unit.

**C.10.3** Each Unit shall include and be powered by a rechargeable battery. The units shall be able to operate for at least forty-eight (48) hours between charging. The batteries shall be replaceable in the field so the units do not have to be moved.

**C.10.4** Each Unit shall include one set of spare rechargeable batteries and a battery recharger capable of being plugged into a regular three-prong electrical 110 volt outlet to recharge that can accommodate the number and type of spare rechargeable batteries associated with the Unit. The Contractor shall provide the time necessary to fully recharge the batteries with their proposal. Both required sets of rechargeable batteries (original and spare) and the recharger shall be replaced under warranty if they become unusable during the warranty period without fault of the District.

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**C.10.5** The Units may use RADAR, LIDAR, or video with predictive analytic software to detect pedestrians, vehicles and violations. The Contractor shall specify the type of pedestrian, vehicle and violation detection to be included in these Units in the proposal. Digital images must be captured as part of each violation detected. Violation detection devices and processing shall be fully portable with the unit. The units shall be able to capture the data, images, and video necessary to clearly identify the violating vehicle and violations committed.

**C.11 REQUIREMENTS, PORTABLE OVERSIZED VEHICLE ENFORCEMENT UNIT (CLIN's 0006A, 0006B, 1006A, 1006B, 2006A, 2006B, 3006A, 3006B, 4006A and 4006B)**

**C.11.1** The portable oversized vehicle enforcement units shall meet the following specifications to enforce moving violations, including over-height, over-length, and no through trucks, prior to tunnels and bridges, as well as in neighborhoods:

**C.11.2** Portable Units shall be capable of being positioned at the side of a roadway and shall physically fit between a curb and the sidewalk (maximum width for the Unit shall be no more than 30 inches) without any portion of the Unit projecting into the roadway or over the sidewalk. The units shall be easily transportable from one site to another by a trained MPD employee using a trailer or other means of transferring the unit.

**C.11.3** The Units shall include and be powered by a rechargeable battery or batteries. The units shall be capable of operating for at least forty-eight (48) hours between charging. The batteries shall be replaceable in the field so the units don't have to be moved.

**C.11.4** Each Unit shall include one set of spare rechargeable batteries and a battery recharger capable of being plugged into a regular three-prong electrical 110 volt outlet to recharge that can accommodate the number and type of spare rechargeable batteries associated with the Unit. The Contractor shall provide the time necessary to fully recharge the batteries with their proposal. Both required sets of rechargeable batteries (original and spare) and the recharger shall be replaced under warranty if they become unusable during the warranty period without fault of the District.

**C.11.5** The Units may use RADAR, LIDAR, or video with predictive analytic software to detect vehicles and violations. The Contractor shall specify the type of vehicle and violation detection to be included in these Units in the proposal. Digital images must be captured as part of each violation detected. Violation detection devices and processing shall be fully portable with the unit. The units shall be able to capture the data, images, and video necessary to clearly identify the violating vehicle, including the USDOT number, and violations committed.



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**C.12 REQUIREMENTS, PORTABLE OVERWEIGHT VEHICLE ENFORCEMENT UNIT (CLIN's 0007, 1007, 2007, 3007 and 4007)**

- C.12.1** The portable overweight vehicle enforcement units shall meet the following specifications to enforce overweight moving violations:
- C.12.2** These portable units shall be able to be positioned on the roadway and be sized so that commercial motor vehicles in excess of 10,000 pounds gross weight can be weighed using the unit. The units shall be easily transportable from one site to another by a trained MPD employee using a trailer or other means of transferring the unit.
- C.12.3** The Units shall each include and be powered by rechargeable battery or batteries. The units shall be capable of operating for at least forty-eight (48) hours between charging. The batteries shall be replaceable in the field so the units don't have to be moved.
- C.12.4** Each Unit shall include one set of spare rechargeable batteries and a battery recharger capable of being plugged into a regular three-prong electrical 110 volt outlet to recharge that can accommodate the number and type of spare rechargeable batteries associated with the Unit. The Contractor shall provide the time necessary to fully recharge the batteries with their proposal. Both required sets of rechargeable batteries (original and spare) and the recharger shall be replaced under warranty if they become unusable during the warranty period without fault of the District.
- C.12.5** The Units shall include portable vehicle scales capable of weighing commercial motor vehicles and may use RADAR, LIDAR, or video with predictive analytic software to detect vehicles. The scales shall be used to detect violations. The Contractor shall specify the type of vehicle and violation detection to be included in these Units in the proposal. Digital images must be captured as part of each violation detected. Violation detection devices and processing shall be fully portable with the unit. The units shall be able to capture the data, images, and video necessary to clearly identify the violating vehicle, including the USDOT number, and violations committed.
- C.13 TRAINING AND MAINTENANCE DOCUMENTATION (CLIN's 0001C, 0002C, 0003C, 0004C, 0005C, 0006C, and 0007B and corresponding CLINS for 3-year base period and option years 1 and 2))**
- C.13.1** Contractor-trained MPD personnel will operate the Units and perform field maintenance and minor break-fixes. The Contractor shall provide one (1) week of training on the operation, adjustment, maintenance, and break-fix repairs to up to twenty-five (25) MPD personnel within forty-five (45) days of contract award and within two (2) weeks of the annual anniversary of the contract award or effective dates of exercised options for the duration of the contract.
- C.13.2** The training shall be accompanied by complete documentation on the field service operation and maintenance of the units (F.3.1). The Contractor shall provide documentation that covers all required maintenance of the units prior to, during, and

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after installation that MPD personnel will be responsible for performing. This documentation shall include, but not be limited to, daily site visits, preventive maintenance, spare parts replacement (including a proposed list of user-replaceable parts), cleaning, troubleshooting, and minor repairs.

**C.13.3** The Contractor shall update the documentation and the updated documentation shall be provided to MPD as upgrades or updates to the units are made during the course of the contract, at a minimum semi-annually. The Contractor shall provide in the proposal the number of updates to their operations and maintenance documentation for similar equipment in calendar year 2010.

**C.13.4** The Contractor shall provide training/maintenance documents in a Portable Document Format (PDF).

**C.13.5** The training shall be held at the MPD Photo Enforcement facility, currently located at 3165 V Street, NE, Washington, DC. The training shall be held between the hours of 3:00pm and 9:00pm Monday through Friday, excluding holidays. Contractor shall schedule training, with approval of the CA, at least four weeks in advance of the training start date.

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**SECTION D: PACKAGING AND MARKING**

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 July 2010. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (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 three (3) years from date of award specified on the cover page of the contract.

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

**F.2.1** The District may extend the term of this contract for a period of two (2), one-year 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 prices 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 five (5) years.

**F.3 DELIVERABLES**

**F.3.1** The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator identified in section G.9 in accordance with the following:

<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
Training session (C.13)	One (1) week for up to twenty-five (25) MPD staff	In person at ATEU facility	Contract Award Date plus forty-five (45) calendar days

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<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
Training session (C.13)	One (1) week for up to twenty-five (25) MPD staff (up to four sessions, including option years)	In person at ATEU facility	Each Contract Anniversary Date plus fourteen (14) calendar days
Operations and Maintenance documentation (C.13)	One	Electronic (PDF)	Contract Award Date plus forty-five (45) calendar days
Photo Enforcement Equipment (C.6, C.7, C.8, C.9, C.10, C.11, C.12)	Refer to Section B, Price Schedule	To ATEU facility (C.5.1.4)	Contract Award Date plus sixty calendar days
Periodic updates to operations and maintenance documentation (C.13)	One	Electronic (PDF)	During the contract as the equipment maintenance documentation is updated, but at least semi-annually
The report described in Section H.5.5 (H.5.5 and F.3.2)	One	Electronic	With request for final payment

**F.3.2** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

**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 Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO  
Address: 300 Indiana Avenue NW, Room 4106  
Washington, DC 20001  
(202) 727-5298

- 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

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**G.2.2.8** Authorized signature.

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

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

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

**G.4 PAYMENT**

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".

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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



**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

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

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

**G.6.2 Payments to Subcontractors**

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

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

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

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

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

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the subcontractor and thereafter interest penalties shall accrue on the added amount.

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

**G.6.3 Subcontract Requirements**

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

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

**G.7.1** Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Lindel Reid, Assistant Commodity Manager  
Information Technology Group  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington DC 20001  
Phone: (202) 727-0252  
Fax: (202) 727-0245  
lindel.reid@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 CONTRACT 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;

**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 name, address and telephone number of the CA are:

Lisa Sutter  
Contract Administrator  
Metropolitan Police Department  
3165 V Street NE  
Washington, DC 20018  
(202) 492-1150  
lisa.sutter@dc.gov

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

- a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b) Grant deviations from or waive any of the terms and conditions of the contract;
- c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d) Authorize the expenditure of funds by the Contractor;
- e) Change the period of performance; or

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- f) Authorize the use of District property, except as specified under the contract.

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

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 2005-2103, Rev. No.: 10 dated June 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

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information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

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- d) Hire date;
- e) Residence; and
- f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

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

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

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 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.7 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.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** 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.8.2** 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](http://www.ocp.dc.gov).

**H.8.3** 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.8.4** 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](http://www.ocp.dc.gov).

**H.8.5** 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.



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**H.8.6** 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.8.7** 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.8.8** 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;
- (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.

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**H.8.9** 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 SUBCONTRACTING REQUIREMENTS**

**H.9.1 MANDATORY SUBCONTRACTING REQUIREMENTS**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.2 SUBCONTRACTING PLAN**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

**H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

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- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 SUBCONTRACTING PLAN COMPLIANCE REPORTING**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

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- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 ENFORCEMENT AND PENALTIES FOR BREACH OF  
SUBCONTRACTING PLAN**

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10 LIQUIDATED DAMAGES**

- H.10.1** The Contractor shall pay to the District of Columbia the sum of five hundred dollars (\$500.00) as agreed liquidated damages for each calendar day of delay in the delivery of the photo enforcement units within the time limits set forth, as required by the contract.
- H.10.2** If the District terminates for default the Contractor's right to proceed in accordance with the Default Clause, Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, March 2007, liquidated damages will continue to accrue until delivery of CLINs 0001, 0002, 0003, 0004, 0005, 0006, 0007, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 3001, 3002, 3003, 3004, 3005, 3006, 3007, 4001, 4002, 4003, 4004, 4005, 4006, or 4007, as applicable, is completed. These liquidated damages are in addition to excess costs of re-procurement.

**SECTION I: CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

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or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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**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-

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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 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



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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.
  4. 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.

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- 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.
- 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:

Lindel Reid, Assistant Commodity Manager  
Information Technology Group  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington DC 20001  
Phone: (202) 727-0252  
Fax: (202) 727-0245

- 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.

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**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) Contract Sections A-J
- (2) Standard Contract Provisions
- (3) Contract attachments (Section J) other than the Standard Contract Provisions
- (4) RFP, as amended
- (5) BAFOs (in order of most recent to earliest)
- (6) 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 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.

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**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 (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination 2005-2103, Rev. No.: 10 dated June 15, 2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.9	Experience Questionnaire
J.10	Past Performance Evaluation Form
J.11	Subcontracting Plan
J.12	Violation Code Table

**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).

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**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 \_\_\_\_\_

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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 Clause 13.

\_\_\_\_\_  
\_\_\_\_\_

**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.

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- 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
  - 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:  
  

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*(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.7.

**K.8 CERTIFICATION OF ELIGIBILITY**

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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.

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## **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 multiple contracts resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered. However, the District may make a single award or any combination of awards to the offeror(s) that submit the proposal(s) that is/are most advantageous to the District.

#### **L.1.2 INITIAL OFFERS**

The District may award any or all of the contracts contemplated by this solicitation 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. Award of one or more contracts without discussion shall not obligate the District to award other contemplated contracts without discussion.

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

Proposals shall be submitted only in electronic format via the on-line solicitation software. Telephonic, hand-delivered, posted, e-mail, telegraphic and facsimile proposals will not be accepted. Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be in Microsoft Word in 12 point font size on 8.5" by 11" paper.

When proposing to satisfy the District's requirements in Section C for more than one different type of Enforcement Unit, Offerors may submit one proposal for more than one different type of Enforcement Unit. However, Offerors shall ensure that the one proposal clearly provides all of the information, described herein, that is necessary to allow separate evaluation of each type of unit by the District. Offerors shall segregate by Enforcement Unit type in the proposal all information that is not common to all proposed Units.

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

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response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C for which it submits a proposal.

Technical Proposals shall include a table of contents with a detailed listing of information presented in the contractor's proposal and each page shall be numbered.

Proposals shall be organized and presented in the following three (3) separate sections:

- Section 1 – Technical Solution
- Section 2 – Past Performance
- Section 3 – Attachments

**L.2.1 TECHNICAL PROPOSAL**

The technical proposal shall contain an introduction outlining the offeror's overall technical solution to performing the requirements of the contract. This introduction shall refer to the work to be performed as set forth in Section C, Statement of Work (SOW), and shall describe the offeror's staff and staff related activities and the offeror's technical capacity for providing units and services similar to the required units and services as described in the Specifications/Work Statement. In one proposal, the Contractor may offer a solution to all CLIN's associated with any number of types of equipment. If a Contractor bids on a type of equipment, they must bid on all CLIN's associated with the type of equipment. The statement shall contain sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

**L.2.1.1 Section 1 - Technical Solution**

In accordance with Sections C.5 through C.14, the offeror shall detail its organizational expertise in providing services and products comparable to those required in the RFP

**L.2.1.1.1** The Offeror shall describe its proposed compliance with Section C.5, Sections C.6 through C.12, as applicable, Section C.13, and Section C.14 and, in addition, provide the information and samples listed below for each of the types of Enforcement Units required by Sections C.6 through C.12 for which the offeror is submitting a proposal.

- a) The Offeror shall provide twenty (20) video samples, ten (10) during the daytime hours and ten (10) at night, using their existing or proposed photo enforcement solutions in the proposal.
- b) The Offeror shall provide at least ten (10) sample picture sets of captured vehicles and tags using their existing photo enforcement solutions in a variety of lighting conditions in the proposal. Flash units are permissible to ensure adequate lighting conditions.

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- c) The Offeror shall provide at least five (5) sample picture sets of captured vehicles and tags across multiple lanes using their existing photo enforcement solutions.
- d) The Offeror shall provide sample tag images for at least ten (10) DC, ten (10) MD, ten (10) VA, and thirty (30) other states using their existing photo enforcement solutions in the proposal.
- e) The Offeror shall provide color images or diagrams of the proposed unit, including all dimensions, in the proposal.

**L.2.1.1.2** The Offeror shall provide the proposed training plan for each of the Enforcement Units set forth in Section C.6 through C.12, for which the offeror is submitting a proposal, as described below.

- a) The Offeror shall provide training syllabus that includes the number of days, number of participants, and the contents of the training program.
- b) The Offeror shall provide a copy of the table of contents listing all of the different sections or chapters contained in the field service and maintenance documentation that will be provided to the District during the implementation period in the proposal.

**L.2.1.1.3** The Offeror shall describe its proposed compliance with Section C.14, if the offeror is submitting a proposal and, in addition, provide the information listed below.

- a) The Offeror shall provide color images or diagrams of the proposed unit, including all dimensions, in the proposal.

**L.2.1.2** **Section 2 - Past Performance**

To support the Past Performance narrative section of the proposal, the Offeror shall complete and submit with proposal the Experience Questionnaire (Attachment J.9) for all similar contracts completed or substantially performed (through deliveries and testing) during the past three (3) years. Contracts listed shall include those entered into with the District of Columbia, the Federal government, agencies of State and local governments and/or private contracts.

**L.2.1.3** **Section 3 – Attachments**

Offeror shall provide in this section the following documents and pertinent information:

- A. Solicitation, Offer and Award form;

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- B. Attachments J.3, J.4, J.7, J.8, J.9, and J.11 of this solicitation;
- C. Representations and certifications and other statements of the offeror in Section K shall be completed and signed;
- D. Legal status of offeror as specified in Section L.17; and
- E. Other pertinent information.

**L.2.2 PRICE PROPOSAL**

**L.2.2.1** The information requested in this section shall facilitate evaluation of the offeror's price proposal in response to Sections B and C of this RFP. The offeror's price proposal will be evaluated separately from the Technical Proposal.

**L.2.2.2** The Offeror shall state in its price proposal whether it is willing to accept payment via Electronic Data Interchange (EDI) or similar convention.

**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 received no later than the date and time posted in the upper right hand corner of the on-line solicitation. As provided in the Participant Agreement, an offeror may modify or withdraw its proposal at any time before the date and time posted in the upper right hand corner of the solicitation. Proposals, modifications to proposals, or requests for withdrawals that are submitted after the date and time posted in the upper right hand corner of the solicitation, are "late" and will not be accepted by the on-line bidding mechanism. However, 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.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question via the message board in the on-line solicitation tool no later than ten **(10) days** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten **(10) days** before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors via the message board. 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 Contracting Officer, Information Technology Group, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W., Suite 700 South, Washington, D.C. 20001, Telephone No. (202) 727-0252, 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).

**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

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proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street NW, Suite 350N, Washington, D.C. 20001. 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**

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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:

Lindel Reid  
Information Technology Group  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington DC 20001  
Phone: (202) 727-0252  
Fax: (202) 727-0245  
lindel.reid@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

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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.



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**L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility 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 non-responsible.

**L.20 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 11:00am on Monday, June 27, 2011, at the Metropolitan Police Department, Photo Enforcement Facility, 3165 V Street, N.E., Washington, D.C. 20018. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**SECTION M: EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The contract(s) for each type of Enforcement Units 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 an award. Rather, the total scores for each proposed type of Enforcement Units will guide the District in making intelligent and separate award decisions based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
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 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.

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**M.2.3** If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

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

**M.3.1 TECHNICAL CRITERIA (65 POINTS MAXIMUM)**

**M.3.1.1** These factors consider the Contractor's technical solution to the requirements listed in Section C, Description / Specifications / Work Statement for each CLIN. These factors also consider the Contractor's past performance and experience in delivering equipment similar to the required units as described in Section C, including timeliness in product delivery, business practices, and overall customer satisfaction with the Contractor's performance.

**M.3.1.2 TECHNICAL SOLUTION (65 POINTS MAXIMUM)**

The Contractor's description of each type of equipment proposed will be separately evaluated and scored based on the requirements in Section C.5 and the requirements in the associated RFP section for that type of unit. For example, each submittal for portable intersection photo enforcement units will be evaluated using the requirements in Section C.5, Section C.6, and Section C.13. A perfect score for one type of equipment (for example, the portable intersection photo enforcement unit described in section C.6) would be 50 points for Section C.5, 10 points for C.6, and 5 points for C.13, for a total of 65 points.

**M.3.1.2.1** Factor A (50 Points Maximum). Proposals will be evaluated on how closely the Contractor's proposed solution satisfies the stated requirements in Section C.5 for each submitted type of equipment. Section C.5 contains specifications that are required for each type of Enforcement Unit in this procurement and the proposed maintenance and warranty. The subfactors A-1 through A-4 are listed in order of importance. The maximum points that may be awarded under Section C.5 is 50 points and will include evaluation of submitted samples of data, images and videos.

**M.3.1.2.1.1** Subfactor A-1 (20 Points Maximum). Proposals will be evaluated, for each type of submitted equipment, on the Contractor's ability to capture violations that meets specifications, including data, video and image samples provided in proposal that pertain to the stated requirements in Section C.5.2.

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- M.3.1.2.1.2** Subfactor A-2 (15 Points Maximum). Proposals will be evaluated on the Contractor’s ability to provide equipment that meets specifications that pertain to the stated requirements in Section C.5.1.
- M.3.1.2.1.3** Subfactor A-3 (10 Points Maximum). Proposals will be evaluated on the Contractor’s ability to transfer data, images and video to the District’s ticket processing system server that meets specifications that pertain to the stated requirements in Section C.5.4.
- M.3.1.2.1.4** Subfactor A-4 (5 Points Maximum). Proposals will be evaluated on the Contractor’s ability to maintain equipment that meets specifications that pertain to the stated requirements in Section C.5.3.
- M.3.1.2.2** Factor B (10 Points Maximum). Proposals will be evaluated on how closely the Contractor’s proposed solution satisfies the stated requirements in Sections C.6 through C.12, which contain specifications that pertain to the type of Enforcement Units required by those sections. A maximum of 10 points may be awarded for each of the types of equipment in Section C.6 through C.12.
- M.3.1.2.3** Factor C (5 Points Maximum). Proposals will be evaluated on how closely the Contractor’s proposed solution satisfies the stated requirements in Section C.13, which contains specifications related to training and documentation. A maximum of five (5) points will be awarded for Section 13.
- M.3.1.2.3.1** Portable Intersection Photo Violation Enforcement Unit

<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Subfactor A.1	C.5.2	Demonstrate ability to capture violations per specifications, including data, video and image samples provided in proposal	20
Subfactor A.2	C.5.1	Demonstrate ability to provide equipment that meets specifications	15
Subfactor A.3	C.5.4	Demonstrate ability to transfer data, images and video to the District’s ticket processing system server per specifications	10
Subfactor A.4	C.5.3	Demonstrate ability to maintain equipment per specifications	5
Factor B	C.6	Demonstrate ability to provide portable non-signalized intersection photo violation unit capable of capturing violations per specifications	10

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<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Factor C	C.13	Demonstrate ability to provide training and documentation on the proposed unit's break-fix and maintenance per specifications	5
		Sections C.5, C.6 and C.13 Subtotal Points	65

**M.3.1.2.3.2 Fixed Intersection Traffic Control Violation Enforcement Unit**

<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Subfactor A.1	C.5.2	Demonstrate ability to capture violations per specifications, including data, video and image samples provided in proposal	20
Subfactor A.2	C.5.1	Demonstrate ability to provide equipment that meets specifications	15
Subfactor A.3	C.5.4	Demonstrate ability to transfer data, images and video to the District's ticket processing system server per specifications	10
Subfactor A.4	C.5.3	Demonstrate ability to maintain equipment per specifications	5
Factor B	C.7	Demonstrate ability to provide fixed signalized intersection photo violation unit capable of capturing violations per specifications	10
Factor C	C.13	Demonstrate ability to provide training and documentation on the proposed unit's break-fix and maintenance per specifications	5
		Sections C.5, C.7 and C.13 Subtotal Points	65

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**M.3.1.2.3.3** Portable LIDAR-based Automated Speed Enforcement Unit

<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Subfactor A.1	C.5.2	Demonstrate ability to capture violations per specifications, including data, video and image samples provided in proposal	20
Subfactor A.2	C.5.1	Demonstrate ability to provide equipment that meets specifications	15
Subfactor A.3	C.5.4	Demonstrate ability to transfer data, images and video to the District's ticket processing system server per specifications	10
Subfactor A.4	C.5.3	Demonstrate ability to maintain equipment per specifications	5
Factor B	C.8	Demonstrate ability to provide portable LIDAR-based speed photo enforcement unit capable of capturing violations per specifications	10
Factor C	C.13	Demonstrate ability to provide training and documentation on the proposed unit's break-fix and maintenance per specifications	5
		Sections C.5, C.8 and C.13 Subtotal Points	65

**M.3.1.2.3.4** Fixed Intersection Speed Enforcement Unit

<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Subfactor A.1	C.5.2	Demonstrate ability to capture violations per specifications, including data, video and image samples provided in proposal	20
Subfactor A.2	C.5.1	Demonstrate ability to provide equipment that meets specifications	15
Subfactor A.3	C.5.4	Demonstrate ability to transfer data, images and video to the District's ticket processing system server per specifications	10
Subfactor A.4	C.5.3	Demonstrate ability to maintain equipment per specifications	5

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<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Factor B	C.9	Demonstrate ability to provide fixed signalized intersection speed photo violation unit capable of capturing violations per specifications	10
Factor C	C.13	Demonstrate ability to provide training and documentation on the proposed unit's break-fix and maintenance per specifications	5
		Sections C.5, C.9 and C.13 Subtotal Points	65

**M.3.1.2.3.5** Portable Pedestrian Safety Enforcement Unit

<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Subfactor A.1	C.5.2	Demonstrate ability to capture violations per specifications, including data, video and image samples provided in proposal	20
Subfactor A.2	C.5.1	Demonstrate ability to provide equipment that meets specifications	15
Subfactor A.3	C.5.4	Demonstrate ability to transfer data, images and video to the District's ticket processing system server per specifications	10
Subfactor A.4	C.5.3	Demonstrate ability to maintain equipment per specifications	5
Factor B	C.10	Demonstrate ability to provide portable non-signalized pedestrian safety photo violation unit capable of capturing violations per specifications	10
Factor C	C.13	Demonstrate ability to provide training and documentation on the proposed unit's break-fix and maintenance per specifications	5
		Sections C.5, C.10 and C.13 Subtotal Points	65

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**M.3.1.2.3.6** Portable Oversized Vehicle Enforcement Unit

<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Subfactor A.1	C.5.2	Demonstrate ability to capture violations per specifications, including data, video and image samples provided in proposal	20
Subfactor A.2	C.5.1	Demonstrate ability to provide equipment that meets specifications	15
Subfactor A.3	C.5.4	Demonstrate ability to transfer data, images and video to the District's ticket processing system server per specifications	10
Subfactor A.4	C.5.3	Demonstrate ability to maintain equipment per specifications	5
Factor B	C.11	Demonstrate ability to provide portable oversized vehicle enforcement units capable of capturing violations per specifications	10
Factor C	C.13	Demonstrate ability to provide training and documentation on the proposed unit's break-fix and maintenance per specifications	5
		Sections C.5, C.11 and C.13 Subtotal Points	65

**M.3.1.2.3.7** Portable Overweight Vehicle Enforcement Unit

<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Subfactor A.1	C.5.2	Demonstrate ability to capture violations per specifications, including data, video and image samples provided in proposal	20
Subfactor A.2	C.5.1	Demonstrate ability to provide equipment that meets specifications	15
Subfactor A.3	C.5.4	Demonstrate ability to transfer data, images and video to the District's ticket processing system server per specifications	10
Subfactor A.4	C.5.3	Demonstrate ability to maintain equipment per specifications	5



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<b>Factor or Subfactor</b>	<b>Section Applicable to Factor</b>	<b>Technical Evaluation Factors</b>	<b>Points</b>
Factor B	C.12	Demonstrate ability to provide portable overweight vehicle enforcement units capable of capturing violations per specifications	10
Factor C	C.13	Demonstrate ability to provide training and documentation on the proposed unit's break-fix and maintenance per specifications	5
		Sections C.5, C.12 and C.13 Subtotal Points	65

**M.3.2 PAST PERFORMANCE (10 POINTS MAXIMUM)**

**M.3.2.1** The District, utilizing the Past Performance Evaluation form, Attachment J.10, will solicit Past Performance Evaluations from a minimum of three (3) references, for similar work during the past three (3) years, provided by the Offeror in the Experience Questionnaire (Attachment J.9). The information obtained from the completed Past Performance Evaluation forms will facilitate the District's evaluation of the above factors relevant to the Offeror's delivery of similar products and services within the past three (3) years as described in Section C of this solicitation.

**M.3.2.2** The District will only discuss Past Performance information directly with the prospective contractor that is being reviewed and with the prospective contractor's previous customers.

**M.3.3 PRICE CRITERIA (25 POINTS MAXIMUM)**

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

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

**M.3.4 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 POINTS MAXIMUM)**

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**M.3.5 TOTAL POINTS (112 POINTS MAXIMUM)**

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

**M.4 EVALUATION OF OPTION YEARS**

The District will separately evaluate offers for award purposes, for each type Enforcement Unit by evaluating the total price for all options as well as the base years. Evaluation of options shall not obligate the District to exercise them.

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

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

**M.5.1 APPLICATION OF PREFERENCES**

- M.5.1.1** For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:
- M.5.1.2** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.3** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.4** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.6** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

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**M.5.1.7** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

**M.5.1.8** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

**M.5.1.9** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 MAXIMUM PREFERENCE AWARDED**

**M.5.2.1** Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 PREFERENCES FOR CERTIFIED JOINT VENTURES**

**M.5.3.1** When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE**

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

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

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

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

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

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

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