

<b>A. SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Pedestrian &amp; Bicycle Safety Education, K-8 &amp; Adult</b>		Page of Pages <b>1 of 40</b> (excluding attachments)
2. Contract Number	3. Solicitation Number <b>DCKA-2019-0027</b>	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE - Suite 700S Washington, DC 20003		8. Address Offer to: Department of Transportation Office of Contracting and Procurement 55 M Street, SE Suite 700S Washington, DC 20003		

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

### SOLICITATION

9. Offers must be received in the E-Sourcing system prior to the event closing date and time.

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

10. For Information Contact	A. Name Contract Specialist, Paulette Franklin	B. Telephone (Area Code) (202) (Number) 671-4630 (Ext)			C. E-mail Address paulette.franklin@dc.gov
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### OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Not Applicable			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number 0001	Date	Amendment Number Date

15A. Name and Address of Offeror Washington Area Bicyclist Association (WABA) 2599 Ontario Road NW Washington, DC, 20009	16. Name and Title of Person Authorized to Sign Offer/Contract Gregory Billing, Executive Director, WABA
15B. Telephone (Area Code) 202 (Number) 518 0524 (Ext)	17. Signature 
15 C. Check if remittance address is different from above - Refer to Section G	18. Offer Date 6/20/2019

### AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia) 	24. Award Date 7/12/2019

Government of the District of Columbia

Office of Contracting & Procurement

## **II. SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE**

- B.1** The District of Columbia Office of Contracting and Procurement, on behalf of District Department of Transportation (the "District") is seeking a contractor to provide pedestrian and bicycle safety education to students in grades kindergarten through eighth grade and provide bicycle safety education to adults in the District of Columbia
- B.2** The District contemplates award of firm fixed price contract in accordance with 27 DCMR Chapter 24.

### **B.3 PRICE SCHEDULE**

#### **BASE YEAR**

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**B.3 PRICE SCHEDULE – FIRM FIXED-PRICE****B.3.1 Base Year**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity</b>	<b>Total Price</b>
<b>0001</b> (Section C.5.3)	Schedule and Deliver Pedestrian and Bicycle Education Courses at twelve (12) DC Public Charter Schools	<u><b>\$12,225.00</b></u> per school	12	<u><b>\$146,700.00</b></u>
<b>0002</b> (Section C.5.4)	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	<u><b>\$7,600.00</b></u> per course	2	<u><b>\$15,200.00</b></u>
<b>0003</b> (Section C.5.5)	Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings	<u><b>\$12,000.00</b></u> per course	2	<u><b>\$24,000.00</b></u>
<b>0004</b> (Section C.5.6)	Schedule and Deliver Three (3) Pedestrian/Bicycle Safety including Two (2) Child Learn to Ride Classes	<u><b>\$6,500.00</b></u> per event	3	<u><b>\$19,500.00</b></u>
<b>0005</b> (Section C.5.7)	Provide and maintain necessary equipment including fleet of bicycles	<u><b>\$1,000.00</b></u> per bicycle	30	<u><b>\$30,000.00</b></u>
<b>0006</b> (Section C.5.8)	Provide Eight (8) Adult Bicycle Education Classes for Adults who Already Ride Bikes	<u><b>\$6,000.00</b></u> per course	8	<u><b>\$48,000.00</b></u>
<b>0007</b> (Section C.5.9)	Provide four (4) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	<u><b>\$6,000.00</b></u> per course	4	<u><b>\$24,000.00</b></u>
<b>0008</b> (Section C.5.10)	Provide and Maintain a Safety Education Website	<u><b>\$10,000.00</b></u> each	1	<u><b>\$10,000.00</b></u>
<b>0009</b> (Section C.5.11)	Implement a Bicycle Ambassadors Program	<u><b>\$150,000.00</b></u> each	1	<u><b>\$150,000.00</b></u>

<b>0010</b> (Section C.5.12.a)	Provide Printed Materials - Smart Cycling Quick Guide	<u>\$2.26</u> each	4000	<u>\$9,040.00</u>
<b>0011</b> (Section C.5.12.b)	Provide Printed Materials - Pocket Guide to DC Bike Laws	<u>\$2.26</u> each	4000	<u>\$9,040.00</u>
<b>Total for B.3.1</b>				<u>\$485,480.00</u>

### B.3.2 Option Year 1

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity</b>	<b>Total Price</b>
<b>1001</b> (Section C.5.3)	Schedule and Deliver Pedestrian and Bicycle Education Courses at twelve (12) DC Public Charter Schools	<u>\$12,836.25</u> per school	12	<u>\$154,035.00</u>
<b>1002</b> (Section C.5.4)	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	<u>\$7,980.00</u> per course	2	<u>\$15,960.00</u>
<b>1003</b> (Section C.5.5)	Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings	<u>\$12,600.00</u> per course	2	<u>\$25,200.00</u>
<b>1004</b> (Section C.5.6)	Schedule and Deliver Three (3) Pedestrian/Bicycle Safety including Two (2) Child Learn to Ride Classes	<u>\$6,825.00</u> per event	3	<u>\$20,475.00</u>
<b>1005</b> (Section C.5.7)	Provide and maintain necessary equipment including fleet of bicycles	<u>\$1,050.00</u> per bicycle	30	<u>\$31,500.00</u>
<b>1006</b> (Section C.5.8)	Provide Eight (8) Adult Bicycle Education Classes for Adults who Already Ride Bikes	<u>\$6,300.00</u> per course	8	<u>\$50,400.00</u>
<b>1007</b> (Section C.5.9)	Provide four (4) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	<u>\$6,300.00</u> per course	4	<u>\$25,200.00</u>

<b>1008</b> <b>(Section C.5.10)</b>	Provide and Maintain a Safety Education Website	<u>\$10,500.00</u> each	1	<u>\$10,500.00</u>
<b>1009</b> <b>(Section C.5.11)</b>	Implement a Bicycle Ambassadors Program	<u>\$157,500.00</u> each	1	<u>\$157,500.00</u>
<b>1010</b> <b>(Section C.5.12.a)</b>	Provide Printed Materials - Smart Cycling Quick Guide	<u>\$2.37</u> each	4000	<u>\$9,492.00</u>
<b>1011</b> <b>(Section C.5.12.b)</b>	Provide Printed Materials - Pocket Guide to DC Bike Laws	<u>\$2.37</u> each	4000	<u>\$9,492.00</u>
<b>Total for B.3.2</b>				<u>\$509,754.00</u>

### B.3.3 Option Year 2

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity</b>	<b>Total Price</b>
<b>2001</b> <b>(Section C.5.3)</b>	Schedule and Deliver Pedestrian and Bicycle Education Courses at twelve (12) DC Public Charter Schools	<u>\$13,478.06</u> per school	12	<u>\$161,736.75</u>
<b>2002</b> <b>(Section C.5.4)</b>	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	<u>\$8,379.00</u> per course	2	<u>\$16,758.00</u>
<b>2003</b> <b>(Section C.5.5)</b>	Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings	<u>\$13,230.00</u> per course	2	<u>\$26,460.00</u>
<b>2004</b> <b>(Section C.5.6)</b>	Schedule and Deliver Three (3) Pedestrian/Bicycle Safety including Two (2) Child Learn to Ride Classes	<u>\$7,166.25</u> per event	3	<u>\$21,498.75</u>
<b>2005</b> <b>(Section C.5.7)</b>	Provide and maintain necessary equipment including fleet of bicycles	<u>\$1,102.50</u> per bicycle	30	<u>\$33,075.00</u>
<b>2006</b> <b>(Section C.5.8)</b>	Provide Eight (8) Adult Bicycle Education Classes for Adults who Already Ride Bikes	<u>\$6,615.00</u> per course	8	<u>\$52,920.00</u>

<b>2007</b> <b>(Section C.5.9)</b>	Provide four (4) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	<u><b>\$6,615.00</b></u> per course	<b>4</b>	<u><b>\$26,460.00</b></u>
<b>2008</b> <b>(Section C.5.10)</b>	Provide and Maintain a Safety Education Website	<u><b>\$11,025.00</b></u> each	<b>1</b>	<u><b>\$11,025.00</b></u>
<b>2009</b> <b>(Section C.5.11)</b>	Implement a Bicycle Ambassadors Program	<u><b>\$165,375.00</b></u> each	<b>1</b>	<u><b>\$165,375.00</b></u>
<b>2010</b> <b>(Section C.5.12.a)</b>	Provide Printed Materials - Smart Cycling Quick Guide	<u><b>\$2.49</b></u> each	<b>4000</b>	<u><b>\$9,966.60</b></u>
<b>2011</b> <b>(Section C.5.12.b)</b>	Provide Printed Materials - Pocket Guide to DC Bike Laws	<u><b>\$2.49</b></u> each	<b>4000</b>	<u><b>\$9,966.60</b></u>
<b>Total for B.3.3</b>				<u><b>\$535,241.70</b></u>

#### **B.3.4 Option Year 3**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity</b>	<b>Total Price</b>
<b>3001</b> <b>(Section C.5.3)</b>	Schedule and Deliver Pedestrian and Bicycle Education Courses at twelve (12) DC Public Charter Schools	<u><b>\$14,151.97</b></u> per school	<b>12</b>	<u><b>\$169,823.59</b></u>
<b>3002</b> <b>(Section C.5.4)</b>	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	<u><b>\$8,797.95</b></u> per course	<b>2</b>	<u><b>\$17,595.90</b></u>
<b>3003</b> <b>(Section C.5.5)</b>	Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings	<u><b>\$13,891.50</b></u> per course	<b>2</b>	<u><b>\$27,783.00</b></u>
<b>3004</b> <b>(Section C.5.6)</b>	Schedule and Deliver Three (3) Pedestrian/Bicycle Safety including Two (2) Child Learn to Ride Classes	<u><b>\$7,524.56</b></u> per event	<b>3</b>	<u><b>\$22,573.69</b></u>

<b>3005</b> <b>(Section C.5.7)</b>	Provide and maintain necessary equipment including fleet of bicycles	<u><b>\$1,157.63</b></u> per bicycle	<b>30</b>	<u><b>\$34,728.75</b></u>
<b>3006</b> <b>(Section C.5.8)</b>	Provide Eight (8) Adult Bicycle Education Classes for Adults who Already Ride Bikes	<u><b>\$6,945.75</b></u> per course	<b>8</b>	<u><b>\$55,566.00</b></u>
<b>3007</b> <b>(Section C.5.9)</b>	Provide four (4) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	<u><b>\$6,945.75</b></u> per course	<b>4</b>	<u><b>\$27,783.00</b></u>
<b>3008</b> <b>(Section C.5.10)</b>	Provide and Maintain a Safety Education Website	<u><b>\$11,576.25</b></u> each	<b>1</b>	<u><b>\$11,576.25</b></u>
<b>3009</b> <b>(Section C.5.11)</b>	Implement a Bicycle Ambassadors Program	<u><b>\$173,643.75</b></u> each	<b>1</b>	<u><b>\$173,643.75</b></u>
<b>3010</b> <b>(Section C.5.12.a)</b>	Provide Printed Materials - Smart Cycling Quick Guide	<u><b>\$2.62</b></u> each	<b>4000</b>	<u><b>\$10,464.93</b></u>
<b>3011</b> <b>(Section C.5.12.b)</b>	Provide Printed Materials - Pocket Guide to DC Bike Laws	<u><b>\$2.62</b></u> each	<b>4000</b>	<u><b>\$10,464.93</b></u>
<b>Total for B.3.4</b>				<u><b>\$562,003.79</b></u>

#### B.3.5 Option Year 4

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity</b>	<b>Total Price</b>
<b>4001</b> <b>(Section C.5.3)</b>	Schedule and Deliver Pedestrian and Bicycle Education Courses at twelve (12) DC Public Charter Schools	<u><b>\$14,859.56</b></u> per school	<b>12</b>	<u><b>\$178,314.77</b></u>
<b>4002</b> <b>(Section C.5.4)</b>	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	<u><b>\$9,237.85</b></u> per course	<b>2</b>	<u><b>\$18,475.70</b></u>
<b>4003</b> <b>(Section C.5.5)</b>	Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings	<u><b>\$14,586.08</b></u> per course	<b>2</b>	<u><b>\$29,172.15</b></u>

<b>4004</b> <b>(Section C.5.6)</b>	Schedule and Deliver Three (3) Pedestrian/Bicycle Safety including Two (2) Child Learn to Ride Classes	<u><b>\$7,900.79</b></u> per event	<b>3</b>	<u><b>\$23,702.37</b></u>
<b>4005</b> <b>(Section C.5.7)</b>	Provide and maintain necessary equipment including fleet of bicycles	<u><b>\$1,215.51</b></u> per bicycle	<b>30</b>	<u><b>\$36,465.19</b></u>
<b>4006</b> <b>(Section C.5.8)</b>	Provide Eight (8) Adult Bicycle Education Classes for Adults who Already Ride Bikes	<u><b>\$7,293.04</b></u> per course	<b>8</b>	<u><b>\$58,344.30</b></u>
<b>4007</b> <b>(Section C.5.9)</b>	Provide four (4) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	<u><b>\$7,293.04</b></u> per course	<b>4</b>	<u><b>\$29,172.15</b></u>
<b>4008</b> <b>(Section C.5.10)</b>	Provide and Maintain a Safety Education Website	<u><b>\$12,155.06</b></u> each	<b>1</b>	<u><b>\$12,155.06</b></u>
<b>4009</b> <b>(Section C.5.11)</b>	Implement a Bicycle Ambassadors Program	<u><b>\$182,325.94</b></u> each	<b>1</b>	<u><b>\$182,325.94</b></u>
<b>4010</b> <b>(Section C.5.12.a)</b>	Provide Printed Materials - Smart Cycling Quick Guide	<u><b>\$2.75</b></u> each	<b>4000</b>	<u><b>\$10,988.18</b></u>
<b>4011</b> <b>(Section C.5.12.b)</b>	Provide Printed Materials - Pocket Guide to DC Bike Laws	<u><b>\$2.75</b></u> each	<b>4000</b>	<u><b>\$10,988.18</b></u>
<b>Total for B.3.5</b>				<u><b>\$590,103.97</b></u>

**B.4 Notice of DBE Subcontracting Requirements**

A Disadvantage Business Enterprise (DBE) subcontracting plan is required to be submitted for the Contract.

If a DBE subcontracting plan is required for the Contract, and in accordance with the requirements of 49 CFR 26, The goal for DBE participation is expressed in percentage terms for the dollar value of the Contractor's aggregate workforce in each trade on all service work on the Project.

**III. SECTION C: SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE:**

The District Department of Transportation seeks a Contractor to provide pedestrian and bicycle safety education to students and bicycle safety education to adults. The Contractor shall provide Pedestrian and Bicycle Safety Education courses to students in the classroom at twelve (12) DC Public Charter schools, will hold two (2) Parent and Child Bicycling Safety Events, will hold two (2) Bicycle Skills Challenge Course Trainings, will hold three (3) Adult Pedestrian and Bicycle Safety events. Contractor shall provide and maintain necessary equipment. The Contractor shall provide eight (8) bicycle education courses to adults who already know how to ride a bike, provide four (4) learn to ride courses for adults who do not know how to ride a bike. The contractor shall provide and maintain a website. The Contractor shall implement a bicycle ambassador program, and shall provide related printed materials.

**C.2 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference: (Attachment J)

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
1	Curriculum	Maryland Pedestrian and Bicycle Safety Education Program (Elementary)	2003
2	Curriculum	League of American Bicyclists - Smart Cycling: Traffic Skills	2008
3	Curriculum	Bikeology Middle and High School Bicycle Safety Curriculum	2014

4	Curriculum	League of American Bicyclist- Smart Cycling: League's Cycling Curriculum (Adult)	2019
5	League Cycling Program	League Cycling Instructor Certification Seminar Documents	2019

### C.3 DEFINITIONS

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

1. League Cycling Instructors (LCIs) are **certified** to teach Smart **Cycling** classes to children as well as adults. Their goal is to help people feel more secure about getting on a bike, to create a mindset that bikes are treated as a vehicle, and to ensure that people on bikes know how to ride safely and legally.
2. Surgical Cap for Bike Riders –Protective Caps

### C.4 BACKGROUND

Promoting safe walking and cycling through a comprehensive education program can help reduce the number of injuries and deaths in the District of Columbia, can promote healthy, active lifestyles that reduce health care costs, and support environmentally sustainable transportation. By addressing the District's Vision Zero initiative priorities of bicycle and pedestrian safety, this program will further DDOT's commitment to making DC a bicycle friendly city by building on recent successes in creating safe places to ride throughout the District.

The student pedestrian and bicycle safety portion of this Scope is part of the District of Columbia's Safe Routes to School Program. The District of Columbia is currently implementing the Federal Safe Routes to School Program which was created by Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and continued under the Moving Ahead for Progress in the 21st Century Act (MAP-21). The Safe Routes to School Program works to improve safety for children in grades K-8 who walk and bicycle to school and to increase the number of students who do so. DDOT's Safe Routes to School (SRTS) Education Program constitutes one portion of DC's child pedestrian and bicycle safety education program. The District of Columbia Public School's (DCPS) Biking in the Park Program provides safety education and skills training to all 2nd graders in DCPS schools. Therefore the focus on the school-based portion of this SRTS Education Program is targeted at Public Charter elementary and middle schools.

### C.5 REQUIREMENTS

#### C.5.1 Staff Requirements

Contractor shall have a minimum of (20) twenty certified League Cycling Instructors (LCIs) available to implement the student and adult educational program. Valid and up-to-date certificates for each LCI.

### **C.5.2 Qualifications Requirements**

The Contractor shall have a minimum of five years (5) of experience teaching school children and adults bicycle and pedestrian safety education in schools and community-based settings. **(See Section J for Qualification Form. Please submit form with bid submission).**

### **C.5.3 Schedule and Deliver Pedestrian and Bicycle Education Courses at twelve (12) DC Public Charter Schools**

The Contract Administrator (CA) will provide the Contractor with a list of Public Charter Schools that have expressed interest in the Education Program. In coordination with the CA, up to two private schools may be selected. The Contractor will coordinate with the school's contact person and do the necessary work to schedule the courses at twelve (12) schools. The Contractor shall visit each school to teach the lessons, which are typically held during the school's physical education class. The Contractor shall coordinate with the school to locate a suitable location for the course at each school, usually either the school gymnasium or blacktop. For each course, the Contractor is required to set up all of the necessary equipment, coordinate with the teacher, teach the lessons, and pack up the equipment.

Students in grades kindergarten through second grade receive pedestrian safety. The Contractor may conduct up to four (4) of these education courses as part of an ongoing after-school bike club at a school or recreation center, with preference given to schools and recreation centers in underserved areas such as Wards 7 and 8. After-school bike clubs provide students with more detailed information on safe bicycling, more instruction time, and more opportunity to practice bicycling skills but reach fewer students than a typical classroom course.

The Contractor shall collect baseline data during each class to measure the impacts of the safety education program. Prior and post-program classroom tests (using a show of hands), including the number of children walking or biking, the number of cyclists wearing helmets, and the number of children pedestrians understanding safety rules. The numbers of student participants will also be tracked and forwarded to the CA monthly with the submission of each invoice.

### **C.5.4 Schedule and Deliver Two (2) Parent & Child Bicycling Safety Education Courses**

In addition to the classroom education program, the Contractor shall perform all work necessary to schedule and deliver up to two (2) Parent and Child Bicycling Education courses. These courses will focus on giving parents and children the skills they need to bike safely together, whether one child and one adult or multiple children and adults as is typical in a bike train. The Contractor shall be responsible for locating a place to teach these courses and to pay any reservation or permit fees as required. Each event is expected to last up to six hours. For this course, it is expected that the

parents and children will bring their own bicycles and helmets. The Contractor shall document the number of student and parent participants at each event and forward the information to the CA monthly with the submission of each invoice.

**C.5.5 Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings**

The Contractor shall perform all work necessary to schedule and deliver two (2) Bicycle Skills Challenge Course Trainings. These courses will focus on teaching adults the skills they need to run a bicycle challenge course for school age bicyclists at a school fair, community event, or similar. The Contractor will be responsible for locating a place to teach these courses and to pay any reservation or permit fees as required. The Contractor is responsible for providing, setting up, and taking down all the necessary equipment for this course. The Contractor shall provide printed training materials. Each event is expected to last up to six hours. The Contractor shall document the number of participants at each event and will forward the information to the CA monthly with the submission of each invoice.

**C.5.6 Schedule and Deliver Three (3) Pedestrian/Bicycle Safety Events, including Two (2) Child Learn to Ride Classes**

The Contractor shall perform all work necessary to schedule and deliver three (3) bicycle and pedestrian safety events geared toward school-age children, e.g., "Bicycle Skills Challenge Courses". Two (2) of these events will focus on teaching children how to ride a bicycle. These events and courses will be held either as independent events or held at school fairs, community centers, churches, Boys and Girls clubs, summer camps, and similar organizations. Each event or course is expected to last up to six hours. For each course or event, the Contractor shall set up all of the necessary equipment, teach the lessons, and pack up the equipment. The Contractor shall document the number of student participants at each event/course and will forward the information to the CA monthly with the submission of each invoice.

**C.5.7 Provide and Maintain Necessary Equipment**

The Contractor shall provide and maintain at all times a minimum of thirty (30) bikes in a variety of children's and adult sizes. A minimum of ten (10) of the bicycles in the fleet of 30 must be in a variety of children's sizes adequate to provide bicycle safety education to students in second through eighth grades. The Contractor shall provide and maintain a fleet of thirty (30) bicycles for the Learn to Ride Program. The Contractor may choose to rent or purchase bicycles used in the program. The Contractor shall provide and maintain related pedestrian and bicycle safety education equipment, including, but not limited to, helmets in a variety of sizes, surgical caps, traffic cones, stop sign and traffic signal replicas, ropes and tape; educational literature, and tools to maintain and repair the bicycles. The Contractor shall also be responsible for storing and transporting all of the necessary bicycles and equipment.

**C.5.8. Provide Eight (8) Adult Bicycle Education Classes for Adults who Already Ride Bikes**

The Contractor shall provide adult bicycle education classes at the Department of Parks and Recreation Centers or in other venues such as police stations and libraries. The Contractor is responsible for locating a venue for each course and for obtaining any necessary permissions/permits, including any fees for use of the venue. The Contractor shall teach four (4) Confident City Cycling Beginner classes, two (2) Confident City Cycling Intermediate classes, and two (2) Confident City Cycling Advanced class (which completes the League of American Bicyclist's Road I certification). The Confident City Cycling Beginner class is based on Part 1 of Smart Cycling: Traffic Skills 101." The Confident City Cycling Intermediate class is based on Part 2 of "Smart Cycling: Traffic Skills 101," and the Confident City Cycling Advanced class is based on Part 3 of "Smart Cycling: Traffic Skills 101."

Classes will occur throughout the year but to the extent possible will be concentrated in the spring. The Contractor shall provide class participants with printed course materials. For the courses that include on-bike training and practice, it is expected that participants will bring their own bicycles and helmets. The number of adult participants in each class will be tracked and forwarded to the CA monthly with the submission of each invoice.

The Contractor will coordinate with the CA on the scheduling of these classes. Some of these events may be hosted by employers, for which the CA will coordinate in conjunction with goDCgo, a program of District Department of Transportation (DDOT) that provides information to encourage the use of sustainable transportation options, such as walking, bicycling, and public transit (goDCgo.com).

In the past, attendance at many of these classes has tended to be lower than the capacity. The Contractor shall coordinate with the CA to implement strategies to grow the number of attendees. For example, those who complete the course could be offered a free month of Capital Bike share membership. The Contractor shall work to attempt to reach people who ride bikes but may not consider themselves bicyclists or be members of bicyclist associations or clubs.

#### **C.5.9 Provide four (4) Learn to Ride Classes for Adults Who Do Not Know How to Ride a Bicycle**

The Contractor shall teach four (4) learn to ride courses for adults who don't know how to ride a bicycle. The Contractor is responsible for locating a venue for each course and for obtaining any necessary permissions/permits, including any fees, for use of the venue. For each Learn to Ride Course, the Contractor will be responsible for providing and transporting twenty (20) bicycles for class participants to use during the duration of the class. The bicycles must be in good repair. At the direction of the CA one (1) of these courses may be reserved for District Department of Transportation employees. At least one (1) of these courses should be targeted toward underserved communities, such as those in DC's Wards 7 and 8, or Spanish-speaking communities. The numbers of adult participants will be tracked and forwarded to the CA monthly with the submission of each invoice.

### **C.5.10 Provide and Maintain a Bicycle Safety Education Program Website**

The Contractor shall provide and maintain a website for both the classroom and adult bicycle safety education programs. The website will include online class registration, class calendars locations of classes, curriculum, commuter mentoring, and information on the Vision Zero Driver Pledge Program. The website will include each local bicycling-related events such as Bike to Work Day, Bike to School Day, and organized bike rides. The CA must approve all website content prior to posting.

### **C.5.11 Implement a Bicycle Ambassadors Program**

The Contractor shall provide one full-time employee (35-40 hours/week), equivalent to an Engineering Technician I position, to serve as the DC Bicycle Ambassador. The Contractor shall recruit volunteer Bicycle Ambassadors to improve the visibility of the Bicycle Ambassador program. The Bicycle Ambassador will spend a minimum of 20 hours per week conducting visible, on street activities, at locations to include, but not limited to, DC's multi-use trails, the National Mall, and city streets, promoting bicycling as a fun, healthy, and practical transportation alternative for DC's residents and visitors. The Bicycle Ambassadors will provide bicyclists with messages about safe bicycling behavior and will provide drivers with messages about how to drive safely around bicycles. The Bicycle Ambassador shall attend local events to draw attention to safe bicycling. The Bicycle Ambassador will spend a minimum of 15-20 hours training volunteer Bicycle Ambassadors and attending events. The Contractor will document the number of hours spent in the field, the number of hours spent training volunteers, and hours spent at events attended and will forward the information to the CA monthly with submission of each invoice.

Specific Bicycle Ambassador Program activities could include but are not limited to:

- Educating bicyclists on how to use new bicycle facilities, such as protected cycle tracks, counter-flow bike lanes, and special intersection safety treatments.
- Bicycling around the streets of all eight of DC's Wards with a bicycle trailer displaying safety messages aimed at bicyclists and drivers. The bicycle trailer could display safety messages aimed at both bicyclists and drivers and have messages in English and Spanish.
- Outreach to groups that are under-represented among DC bicyclists, such as women or minority communities. In order to draw people who may not consider themselves bicyclists, these outreach activities may have other themes or partners that broaden the event beyond just bicycling. For example, Arlington, VA had success with a women only bicycling and yoga event. Another event ideas would be to partner with Black Women Bike for a safety happy hour.
- Teaching classes on how to plan bicycle routes.

- Organizing Two-Wheel Tuesday meet-ups to socialize and discuss issues facing bicyclists.
- Outreach to large groups of drivers (police, taxi drivers, Uber or Lyft drivers, etc.) on how to drive safely around bicycles.
- Outreach to bicyclists and non-bicyclists at neighborhood festivals, church events and other events that draw large crowds.
- Dissemination of bicycle safety information and DC bike maps.
- In high-crime areas, educating bicyclists of how to deal with personal safety issues that can arise when bicycling.

The full-time Bicycle Ambassador shall recruit high school students, college students, or other youth as volunteer Bicycle Ambassadors (it may be possible to recruit youth who are required to complete community service hours). Any training for volunteer Bicycle Ambassadors are required to include safety information to ensure that volunteer Bicycle Ambassadors are bicycling safely and following all relevant DC traffic laws.

#### **C.5.12 Provide Printed Materials**

The Contractor shall provide printed materials as described below. Costs associated with any printed materials required shall be included in the cost proposal for this line item. Only include the printed materials listed below.

- a) **“Smart Cycling Quick Guide” – League of American Bicyclists**  
The Contractor shall reprint 4,000 copies of the “Smart Cycling Quick Guide.” It may be necessary to purchase a license agreement for this document. The booklet outlines the basic rules of the road, components of a bicycle, and all of the information you need to ride a bike safely and confidently. Link:  
[https://issuu.com/bikeleague/docs/quickguide\\_copyright](https://issuu.com/bikeleague/docs/quickguide_copyright)
- b) **English Reprint of “Pocket Guide to DC Bike Laws”**  
The Contractor shall reprint 4,000 copies of the “Pocket Guide to DC Bike Laws.” It may be necessary to purchase a license agreement. Link:  
<https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/DC-Bike-Law-Pocket-Guide-Oct2012.pdf>

#### **SECTION D: PACKAGING AND MARKING**

Not Applicable.

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

The inspection and acceptance requirements for the Contract shall be governed by Clause 1 of the Supplement to General Provisions (**Federally Funded Agreements**), dated 10.11.18, attached.

## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of 365 days base and four (4) option periods from date of award specified on the cover page of the Contract.

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

- A. The District may extend the term of the Contract for a period of four (4) 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.
- B. If the District exercises this option, the extended contract shall be considered to include this option provision.
- C. The price for the option period(s) shall be as specified in the Section B of the contract.
- D. The total duration of the Contract, including the exercise of any options under this clause, shall not exceed five (5) years

### **F.3 DELIVERABLES**

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

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
0001	Schedule and Deliver Pedestrian and Bicycle Education Courses at twelve (12) DC Schools	12	The number of student participants will be tracked and reported to the COTR	Monthly, with the submission of each invoice.
0002	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	2	The number of parent and student participants will be tracked and reported to the COTR	Monthly, with the submission of each invoice.
0003	Schedule and Deliver Two (2) Bicycle Skills	2	The number of adult student participants will be	Monthly, with the submission

	Challenge Course Trainings		tracked and reported to the COTR	of each invoice.
0004	Schedule and Deliver Three (3) Ped/Bike Safety Events including up to Two (2) Child Learn to Ride Classes	3	The number of children participants will be tracked and reported to the COTR	Monthly, with the submission of each invoice
0005	Provide and Maintain Necessary Equipment	N/A	Receipts for purchase or rental of bicycles and for maintenance will be tracked and reported to the COTR	Monthly, with the submission of each invoice
0006	Provide Eight (8) Adult Bicycle Education Classes for Adults who Already Ride Bikes	8	The number of adult participants will be tracked and reported to the COTR	Monthly, with the submission of each invoice
0007	Provide four (4) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	4	The number of adult participants will be tracked and reported to the COTR	Monthly, with the submission of each invoice
0009	Implement a Bicycle Ambassadors Program		The Contractor will document the number of hours spent in the field, the number of hours spent training volunteers, and hours spent at other events attended and will forward the information to the COTR	Monthly, with the submission of each invoice

## VII. SECTION G: CONTRACT ADMINISTRATION

### SECTION G: CONTRACT ADMINISTRATION

**G.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in the Contract.

B. The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

A. The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

B. Unless otherwise specified in the Contract, the Contractor shall submit proper invoices on a monthly basis.

### **G.3 RESERVED**

### **G.4 PAYMENT**

## **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 ASSIGNMENT OF CONTRACT PAYMENTS**

- A. 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 the Contract.
- B. Any assignment shall cover all unpaid amounts payable under the Contract, and shall not be made to more than one party.
- C. 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.7 THE QUICK PAYMENT CLAUSE**

### **G.7.1 Interest Penalties to Contractors**

- G.7.1.1** 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.7.1.2** 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.7.2 Payments to Subcontractors**

The Contractor shall make payments to its subcontractors and suppliers for work satisfactorily performed no later than **7 calendar days** after receiving payment from the District.

- B. The Contractor shall return all retainage to subcontractors no later than **7 calendar days** after the subcontractors work is satisfactorily completed.
- C. The Contractor shall submit with its invoice a report of all subcontractor payments made and certificate that the Contractor has made timely payments to its subcontractors and suppliers.
- D. The Contractor may not delay subcontractor or supplier payments beyond the time periods referenced above without good cause and prior written approval from DDOT.
- E. This clause applies to all subcontracts (e.g., Disadvantaged Business Enterprises and Non-Disadvantaged Business Enterprises).
- F. Failure to do so shall be grounds for appropriate action against the party involved (e.g., possible findings of non-responsibility for future contracts and/or when available or permitted, progressive contractual remedies to include suspension and debarment).
- G. For payments to DBE subcontractor's only, the Contractor shall email the report on all payments to subcontractors, along with scanned copies of all cancelled checks to DBE subcontractors, to the DDOT Office of Civil Rights, at [ddot.dbecompliance@dc.gov](mailto:ddot.dbecompliance@dc.gov). The Contractor must email DDOT Office of Civil Rights by the 15th of the month for the previous month's activity, whether any DBE activity actually occurred.

**G.8 CONTRACTING OFFICER (CO)**

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

*Name of Contracting Officer - TBA*  
*Office of Contracting and Procurement*  
*Address:*  
*Telephone:*  
*E-mail address:]*

**G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO)**

- A. The CO is the only person authorized to approve changes in any of the requirements of the Contract.

- B. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the CO.
- C. 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.10 CONTRACT ADMINISTRATOR (CA)**

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:

- 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;
  - 2. Coordinating site entry for Contractor personnel, if applicable;
  - 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;
  - 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
  - 5. Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- B. The address and telephone number of the CA is: **TBD**
- C. The CA shall NOT have the authority to:
- 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  - 2. Grant deviations from or waive any of the terms and conditions of the contract;
  - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - 4. Authorize the expenditure of funds by the Contractor;
  - 5. Change the period of performance; or
  - 6. Authorize the use of District property, except as specified under the contract.
- D. 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.

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

### **H.1 RESERVED**

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

The Contractor shall be bound by the Wage Determination No.: 2015-4282 dated April 25, 2019, Revision No. 13 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 et seq. **(See Attachment J.3.)** 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 Clause 2 of the Supplement to General Provisions (Federally Funded Agreements), dated 10.11.18 (Attachment **J.2**). If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise 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 SUBCONTRACTING**

#### **Contract Compliance System**

1. The Contractor shall submit, review and update information regarding payments to subcontractors in the Contract Compliance System ("the System"), which may be accessed at <https://ddot.dbesystem.com>. The Contracting Officer will provide information to the Contractor on how to access the System upon Contract award. If such information is not provided for any reason, it is the Contractor's responsibility to request the information.
2. The Contractor must initially log into the System within 10 business days of Notice to proceed to submit preliminary information and subsequently make updates to the System on a monthly basis. The Contractor is responsible for the accuracy of all information, including information submitted by subcontractors, entered into the system for this Contract. The DDOT Office of Civil Rights may require that the Contractor provide additional information at any time before, during, or after Contract award.
3. Information required in the System includes:
  - a. All signed subcontract agreements;
  - b. Payment by DDOT to the Contractor; and
  - c. Payment to subcontractors.
4. The Contractor must submit a Subcontractor Payment Form along with a copy of all cancelled check payments to Disadvantaged Enterprise Firms (DBE) firms and all other subcontractors by the 15th of the month for the previous month's activity. The Subcontractor Payment Form must be submitted monthly, even if there was no subcontracting activity in the previous month. Failure to do so shall be grounds for appropriate action against the party involved (e.g., findings of non-responsibility for future contracts and/or progressive contractual and other legal remedies including suspension and debarment).

5. The Contractor shall submit a report of all payments to subcontractors no later than the 15th of the month following the month of the payment activity, whether any such activity actually occurred.
6. In addition to any remedies available to the District under the Contract, failure to meet the requirements of this Special Provision is grounds for appropriate action by the District against the Contractor, including, but not limited to, findings of non-responsibility for future contracts, and/or progressive contractual and other legal remedies including suspension and debarment) suspension or debarment.

C. Non-Discrimination Assurance

1. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the District deems appropriate, which may include, but is not limited to:
  - a. Withholding monthly progress payments;
  - b. Assessing sanctions;
  - c. Liquidated damages;
  - d. Disqualifying the Contractor from future bidding as non-responsible.
2. Furthermore, Title VI of the Civil Rights Act of 1964, and civil rights provisions of other federal statutes assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by DDOT. For further information regarding Title VI and related civil rights laws, please contact the DDOT Office of Civil Rights, 55 M Street S.E. 7th Floor. Washington, DC 20003. The telephone number is: (202) 671-2620.
3. The Contractor, as well as all sub-consultants, subcontractors, suppliers and service providers, must ensure equal opportunity for all subcontractors and suppliers that participate on this Project. The Contractor shall require that this provision be included in all subcontracts, purchase orders and service agreements of any tier on this Project.

D. Disadvantaged Enterprise Business (DBE) Subcontracting Requirements: DBE Utilization Goal 24%.

This Paragraph D only applies if the Contract has a specific numerical DBE Utilization goal.

1. The Contractor shall be required to meet the DBE Utilization goal as a material term of the Contract. A Contractor's failure to carry out its commitment regarding DBE participation in the course of performance under the Contract may constitute a material breach of the Contract; and failure to meet commitments may result in withholding of payments under the Contract, contractual remedies, disqualification and any other contractual or legal remedy available. It is the Contractor's responsibility to timely report on its DBE participation.

- a. Since a DBE contract goal has been established for this contract, only bidders who demonstrate good faith efforts to meet this goal will be considered responsive by either:
  - i. Providing a DBE Plan that meets the DBE goal of this Contract; or
  - ii. Providing documentation that it has made good faith efforts to meet the goal (see below).
- b. DBE Plan Requirements. A DBE Plan must include at a minimum:
  - i. The names and addresses of DBE firms that will participate in the contract;
  - ii. A description of the work that each DBE will perform;
  - iii. The dollar amount of the participation of each DBE firm participating;
  - iv. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
  - v. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
- c. Documentation that a Contractor has made a good faith effort to meet the DBE goal must provide evidence that it made an adequate good faith effort to meet the goal, even though it did not succeed. Good faith effort means that the Contractor took all necessary and reasonable steps to achieve a DBE goal that could reasonably be expected to obtain sufficient DBE participation.

## 2. Good Faith Efforts

The following is a list of the types of actions which will be considered as part of the Contractor's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. See 49 CFR Part 26, Appendix A, for more detail.

- a. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The prime contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The prime contractor should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The prime contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own force.
- c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBEs. It is the prime contractor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE

participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- e. A Contractor using good business judgment should consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and should take a firm's price and capabilities as well as contract goals into consideration. That there may be some additional costs involved in finding and using DBEs is not, in itself, sufficient reason for a prime contractor's failure to meet the contract DBE goal, as long as such costs are reasonable. Moreover, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the prime contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- f. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- g. A Contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the DDOT or contractor.
- h. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- i. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- j. In determining whether a bidder has made good faith efforts, you must, at a minimum, review the performance of other bidders in meeting the contract goal. Also note that a promise by a Contractor to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

### 3. DBE Substitutions

- a. The DDOT Office of Civil Rights takes the process of substitution of DBE firms on federal-aid contracts seriously. Therefore, substitution of DBE firms will not be considered without proper written documentation and until all efforts to correct any disagreements have been made and both parties agree to the substitution.
- b. In addition to requiring prior written approval from the Contracting Officer, the Contractor shall not terminate or substitute a DBE without the prior written consent of the DDOT Office of Civil Rights and unless all requirements in 49 CFR Part 26.53 (f)(1)-(6) are met. If a substitution is necessary the new firm must be within the same NAICS Code as the previous DBE firm. The Contractor shall submit all requests for terminations or substitutions to the Contracting Officer and to the Office of Civil Rights at [ddot.dbecompliance@dc.gov](mailto:ddot.dbecompliance@dc.gov). The Contracting Officer will coordinate with the Office of Civil Rights.

## **SECTION I: CONTRACT CLAUSES**

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

The General Provisions - Federally Funded Agreements, rev. 03/02/2001 (“General Provisions”), and the Supplement to General Provisions - Federally Funded Agreements, dated 10.11.18, apply to the Contract and are attached at **Section J**.

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

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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 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**

#### **B. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

C. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

D. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

E. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall insert this clause, 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.

F. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this

clause, 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 the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the 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.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

#### G. Indemnification and Limitation of Liability

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

### 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 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 the Contract. Notwithstanding any such subcontract approved by the

District, the Contractor shall remain liable to the District for all Contractor's work and required hereunder.

## **IX. SECTION I: CONTRACT CLAUSES**

### **INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright,

trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

6. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$15,000,000 per occurrence and \$15,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten for construction projects following final acceptance of the work performed under this and two years for non-construction related contracts.

- D. **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.**

- E. **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.

- F. **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 insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**  
**And mailed to the attention of:**  
**(Name of Contracting Officer/Agency)**  
**(Address)**  
**(Phone Number)**  
**(E-mail Address)**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **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.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

**X. SECTION J: LIST OF ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by attachment.

Attachment Number	Document
J.1	General Provisions - Federally Funded Agreements, revised 03/02/2001
J.2	Supplement to General Provisions - Federally Funded Agreements, dated 10/11/18
J.3	U.S. Department of Labor Wage Determination 2015-4282 Revision No.: 13 Date of Revision: 04.25/2019
J.4	Wage Attachment Fact Sheet
J.5	Wage Act Attachment