SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Downtown Comprehensive Transportation Plan	1	62

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCEB-2025-R-0001	[ ] Sealed Bid (IFB) [X] Sealed Proposals (RFP) [ ] Sole Source [ ] Human Care Agreements [ ] Emergency	11/22/2024	[X] Open [ ] Set Aside [ ] Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement and Grants 1015 Half Street, S.E., Suite 675 Washington, DC 20003	D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement and Grants 1015 Half Street, S.E., Suite 675 Washington, DC 20003

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

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at See Section L.2 - For Electronic Submission Requirements until 2:00PM (Hour) local time Friday, December 20, 2024 (Date)

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

10. For Information Contact ☞	A. Name	B. Telephone (Area Code)	B. Telephone (Number)	B. Telephone (Ext)	C. E-mail Address
	Lindel Reid, Senior Contract Specialist	202	257-5618		lindel.reid@dc.gov

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	34-47
X	B	Contract Type, Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3-17	X	J	List of Attachments	48
x	D	Packaging and Marking	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	19			Representations, certifications and other	
X	F	Deliveries or Performance	20-22	X	K	statements of offerors	49
X	G	Contract Administration Data	23-27	X	L	Instructions, conditions & notices to offerors	50-57
X	H	Special Contract Requirements	28-33	X	M	Evaluation factors for award	58-62

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment ☞	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
			[ ]		

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
Dr. Jacque McDonald, NIGP-CPP, CPPO, CPPB		

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

B.1 The District of Columbia Government (the "District"), Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), is seeking offers from highly qualified Contractors to provide transportation planning and advisory services to support the planning and redevelopment of Downtown Washinton, D.C.

B.2 The District contemplates award of a firm fixed price contract for the requirements stated in the schedule below in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

B.3.1 BASE YEAR (Date of Award through One Year Thereafter)

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Project Management (C.5.3)	$_____
0002	Purpose and Need (C.5.4)	$_____
0003	Transportation System Analysis of Downtown DC (C.5.5)	$_____
0004	Downtown Modal Priority Network (C.5.6)	$_____
0005	Major Roadways Action Plan (C.5.7)	$_____
0006	Mount Vernon Square Vision Zero Action Plan (C.5.8)	$_____
0007	8th Street NW and Gallery Square Action Plan (C.5.9)	$_____
0008	Historic Green Triangle Roadways Action Plan (C.5.10)	$_____
0009	Community and Stakeholder Engagement (C.5.11)	$_____
Grand Total for B.3.1		**$_____**

B.4 An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.5 For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with sections B.7 and H.9.

A Subcontracting Plan form is available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents".

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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The District of Columbia Government (the "District"), Office of the Deputy Mayor for Planning and Economic Development ("DMPED") has a requirement for a highly qualified Contractor to provide transportation planning and advisory services to support the planning and redevelopment of Downtown Washinton, D.C.

C.1.2 DMPED requires the Contractor to create a Downtown Transportation Plan. This Plan will be foundational to the revitalization of Downtown, envisioning ideas to connect nodes, reimagine the public realm around key assets, and identify means by which the transportation network can support a future Downtown with additional housing, anchor institutions, and a vibrant neighborhood mix. Successful downtowns are easily accessible and their transportation networks allow people of all ages and abilities to travel to them and circulate throughout them safely and easily. It will also establish the District's multi-modal priorities for the future development of Downtown Washington, D.C. by creating modal priority assignments, a hierarchy of streets, and the thoughtful management of sidewalks and curbside space in support of the District's larger goal of bringing more people – residents, visitors, and office workers – Downtown.

C.1.3 This plan will use data to establish goals, strategies, and performance measures for the implementation of a holistic work plan that will ensure a safe, connected, and equitable transportation system for residents, visitors, and commuters. This implementation plan will establish the criteria that DDOT will use to prioritize infrastructure and placemaking projects Downtown that emphasize safety, equity, mobility, and accessibility. This study will also provide analysis and conflict identification for several recent Downtown planning efforts (as discussed in C.4.1.2) to support the District government's implementation of the plans.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Report	AASHTO Guide for the Development of Bicycle Facilities, (2012) https://store.transportation.org/Item/CollectionDetail?ID=116	2012
2	Regulation	DC Municipal Regulations Title 18: Vehicles and Traffic https://dcregs.dc.gov/Common/DCMR/ChapterList.aspx?TitleNum=18	
3	Regulation	DC Municipal Regulations Title 24: Public Space and Safety https://dcregs.dc.gov/Common/DCMR/ChapterList.aspx?TitleNum=24	

4	Manual	DDOT Design and Engineering Manual, (2023) https://ddot.dc.gov/page/standards-and-guidelines	2023
5	Report	DDOT Standard Drawings, (2015) https://ddot.dc.gov/page/standards-andguidelines	2015
6	Manual	DDOT Standard Specifications for Highways and Structures, https://ddot.dc.gov/page/standards-and-guidelines	2020
7	Manual	DDOT Bicycle Facility Design Guidelines – Version 2.0, 2020 https://ddot.dc.gov/sites/default/files/dc/sites/ddot/DDOT%20Bicycle%20Facility %20Design%20Guide%20-%20Version%202%20%28Final%29.pdf	2020
8	Manual	DDOT Environmental Policy and Process Manual, https://ddotsites.com/documents/environment/DDOT_EnvironmentalManual_201 2.pdf	2012
9	Manual	DDOT Green Infrastructure Standards (2014) https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/20140421-DDOT%20Green%20Infrastructure%20Standards.pdf	2014
10	Report	2024 District Freight Plan, https://ddot.dc.gov/service/commercial-vehicles	2024
11	Regulations	DOEE Stormwater Regulations, https://doee.dc.gov//swregs	2020
12	Manual	NACTO Urban Bikeway Design Guide: https://nacto.org/publication/urban-bikeway-design-guide/	2023
13	Manual	NACTO Transit Street Design: https://nacto.org/publication/transit-street-design-guide/	2023
14	Manual	NACTO Urban Design Guide: https://nacto.org/publication/urban-street-design-guide/	2023
15	Manual	U.S. Access Board Public Right-of-Way Accessibility Guidelines: https://www.access-board.gov/prowag/	2024
16	Report	DC Vision Zero's A Plan of Action 2022 Update	2022
17	Report	moveDC 2021: Multimodal Long-Range Transportation Plan	2021
18	Report	Sustainable DC 2.0	2019
19	Report	Resilient DC	2019
20	Report	FHWA Measuring Multimodal Network Connectivity	2018

C.3 DEFINITIONS

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

Downtown: The portion of the District of Columbia generally bounded by the National Mall to the south, Massachusetts Avenue NW to the north, 23rd Street NW to the west, and North Capitol Street to the east, as illustrated in Figure 1 and discussed in the Downtown Action Plan (C.4.1.2).

Wooerf: A Dutch term for a common space created to be shared by pedestrians, bicyclists, and low-speed motor vehicles, typically without curbs.

C.4 BACKGROUND / PROJECT OVERVIEW

C.4.1 The Downtown Transportation Plan will envision ideas to connect nodes, reimagine the public realm around key assets, and identify means by which the transportation network can support a future Downtown with additional housing, anchor institutions, and a vibrant neighborhood mix. It will also establish the District's multi-modal priorities for the future development of Downtown Washington, D.C. by creating modal priority assignments and a hierarchy of streets in support of the District's larger goal of bringing more people – residents, visitors, and office workers – Downtown. There is a real or perceived lack of common understanding of the ways that different modes of travel impact the economy, particularly as it relates to the revitalization of Downtown. There is also an awareness that a given street cannot be "all things to all people;" that is, it is helpful to thoughtfully designate which streets in a network will give preference or priority to various modes. The District needs a data-driven, post-COVID analysis of the street network that is working toward a goal of providing safe and comfortable access and mobility to more people Downtown. The plan should address the thoughtful management of limited curbside space in light of the many demands in a mixed-use Downtown environment.

C.4.1.1 moveDC Mobility Priority Network

The District of Columbia's Multimodal Long-Range Transportation Plan – known as moveDC – was most recently updated in 2021 (https://movedc.dc.gov/). DDOT updates this 25-year plan every five years and intends to develop and issue the moveDC 2026 update by the end of 2026.

In the development of moveDC, DDOT studied how pedestrians, transit, bicycles, freight, and vehicles move through the District as well as how curb space is used and managed. DDOT created Mobility Priority Network maps for bicycles, surface transit, and freight 24, bicycles, and freight benefit from a defined network within the overall transportation system to provide safety, efficiency, connectivity, and access. Mapping these networks reveals where there are gaps in the networks to safe, efficient, and connected travel, such as an absence of bike facilities, helping DDOT target where improvements need to be added. These networks show where DDOT will invest in safety and mobility improvements for all three modes. There is no specific pedestrian priority network or vehicular priority network. Not all streets can include dedicated space for every mode, and buses, bicycles, and trucks will continue to operate on streets that are not part of the priority networks. Mobility Priority Networks are not a list of projects, but rather a vision for a connected network to be built out over the 25-year life of the plan.

The Mobility Priority Network maps show where there are overlapping priorities between different modes. In some cases, streets have been prioritized for more than one mode. When there are overlaps, the more detailed planning and design process that comes before constructing projects is the appropriate time to assess and determine solutions for how to accommodate each mode safely and efficiently. This situation has created some challenges where it might not be possible for a given street to safely accommodate multiple modes. This challenge should be considered in the process of identifying mobility priority networks in order minimize conflicts given right-of-way constraints.

- *The Bicycle Priority Network* (https://movedc.dc.gov/pages/df65b344bc434951b7f9b2446ef5d202) includes streets that have bicycle facilities today and streets that are proposed to have them in the future.
    - DDOT is currently developing a new *Strategic Bikeways Plan* (see more below) that is intended to (1) replace the existing Bicycle Priority Network in moveDC2021 and (2) feed into the moveDC 2026 update.
- *The Transit Priority Network* (https://movedc.dc.gov/pages/ff2fc4aaa8f649eab36350b01d375758) shows streets where DDOT will help transit vehicles move more efficiently, improving travel times and reliability for passengers. The Transit Mobility Priority Network will be implemented using dedicated transit lanes, better transit stops, special treatments for buses at intersections, and other actions.
    - DDOT's *Bus Priority Plan* and *Bus Priority Toolbox* are available online (https://buspriority.ddot.dc.gov/) and provide further detail on the bus priority treatments, strategies, and projects.
- *The Freight Priority Network* (https://movedc.dc.gov/pages/ff91f6a9f7b2455d847bda2df963eb14), developed in 2010, consists of interstates and routes designated as bus or truck routes based on engineering analysis and public engagement. Freight priority infrastructure such as shared truck/bus lanes, street designs that accommodate large vehicles, optimized signal timing, and curbside loading can help improve truck travel time, reliability, safety, and emissions in the District.
    - In 2024, FHWA approved the DDOT 2024 State Freight Plan Update
    - DDOT is currently developing a new *Curbside Management Plan* (see more below).

One of the objectives of the Downtown Transportation Plan is to create a New Downtown Modal Priority Network (as defined and discussed below) by prioritizing modes of travel on streets.

C.4.1.2 Plans for Downtown DC

In response to the changing office, residential, and market forces that have affected Downtown DC post-COVID, Mayor Muriel Bowser has championed several plans and initiatives that

include short-term and medium-term efforts to reinvigorate Downtown. All of these plans and initiatives are available on the website: https://bedowntown.dc.gov/

- **DC's Comeback Plan**: Sets 5-year economic development goals to make DC a place for successful businesses, opportunity-rich neighborhoods, and thriving people. Produced by: Office of the Deputy Mayor for Planning and Economic Development, January 2023.
- **Downtown Action Plan**: Outlines an economic development strategy for key nodes, and across the broader neighborhood, to help build a more dynamic, inclusive, accessible, and resilient Downtown. Produced by: Golden Triangle and DowntownDC Business Improvement District, June 2024.
- **Downtown Public Realm Plan**: The Downtown DC Public Realm Plan is a strategy for adapting and improving public spaces in Downtown DC as a catalyst for a thriving Downtown. The plan proposes four catalytic projects: the Connecticut Avenue Capital Promenade, the I Stret Greenway, the Vermont Avenue Connector, and the Gallery Place Festival Plaza. These first moves include a series of interventions in the public right-of-way that set the stage for improved pedestrian experiences, multimodal connections, cultural activity, and economic development.
- **Gallery Place-Chinatown Task Force**: A team of experts charged with creating an immediate activation plan, long-term vision, and investment plan for a re-energized Gallery Place/Chinatown neighborhood, May 2024. Several projects have been preliminarily designed that impact the transportation infrastructure from the Walter E. Washington Convention Center to the National Mall and from 10th Street to 6th Street. The projects are to be considered, if not included, in the final Plan.

C.4.1.3 The Downtown Action Plan identified the need for a Downtown Transportation Plan – the primary deliverable of this contract – noting:

Using the District's existing planning efforts as a foundation, create a long-term transportation plan for Downtown D.C. that delineates modal hierarchies of streets, and that can provide guiding principles and priorities for transportation projects going forward. The existing moveDC plan established bike, freight, and transit priority streets, but it stopped short of establishing a modal hierarchy or a pedestrian prioritization network. Future planning efforts, potentially including the upcoming moveDC update, should build upon this exercise, emphasizing the tactical implementation and establishment of modal hierarchies… In the District, the effort to create a long-term transportation plan for Downtown D.C. should include a rubric for establishing modal hierarchies, as well as discrete recommendations at the street, corridor, and segment levels.

C.5 REQUIREMENTS

C.5.1 Geographic Scope of "Downtown"

The Contractor shall focus the analysis and deliverables on the "Downtown" area as defined in the Downtown Action Plan and shown in Figure 1. The Contractor shall discuss with DMPED and DDOT if certain tasks would benefit from larger or smaller geographic scopes.

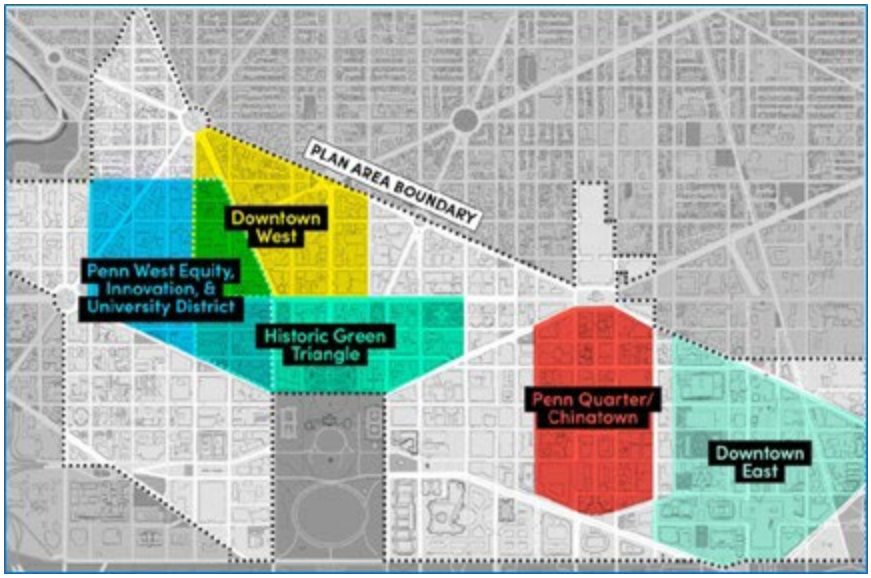


Figure 1: Downtown Map

C.5.2 Inputs and Concurrent Planning Efforts

The Downtown Transportation Plan shall take several plans and data sets as inputs including, but not limited to:

C.5.2.1 Infrastructure on the ground, including existing bus priority lanes and existing protected bicycle lanes. DDOT Public Space Activation and Art in the Right of Way (AROW) Program, which may inform some areas that have already been identified by communities or community organizations as needing pedestrian enhancements. DDOT can provide GIS layers;

C.5.2.2 Infrastructure in the planning or design phase, including projects and programs on DDOT's website: https://projects.ddot.dc.gov/;

C.5.2.3 Infrastructure in the construction or implementation phase, including projects and programs on DDOT's website: https://projects.ddot.dc.gov/ The *WMATA Better Bus Network Redesign* is anticipated to be implemented in Spring 2025 and begin service in July 2025. The bus routing developed through this extensive plan shall be an input to the transit priority network;

C.5.2.4 Plans on the map, including DC's Vision Zero High Injury Network and the Map of Curbside Commercial Loading; and

C.5.2.5 Plans in progress: The marketing strategy, public engagement, and strategic planning efforts for this Downtown Transportation Plan must be coordinated and aligned with concurrent DDOT strategic and long-range planning efforts, including:

C.5.2.5.1 **DDOT Curbside Management Study**: This study began in Fall 2024. Building on the previous 2014 Curbside Management Study, the deliverables of this study include a count of all on-street and off-street parking spaces in the District and the creation of a "Curbside Management Hierarchy" for various "Neighborhood Typologies," one of which will be "Downtown." The deliverable will be a tool to guide future decisions about curbside uses;

C.5.2.5.2 **DDOT Strategic Bikeways Plan**: This study began in Fall 2024. The plan will establish the criteria that DDOT will use to prioritize future network expansion, completion, and strengthening. The task shall result in a prioritized and implementable work plan for Fiscal Year 2026 – Fiscal Year 2030. This plan shall both inform and be informed by the Downtown Transportation Plan; and

C.5.2.5.3 **moveDC 2026 Update**: DDOT intends to develop and issue the moveDC 2026 update by the end of 2026. The results of other strategic planning efforts are anticipated to feed into the development of this District-wide long-range transportation plan.

C.5.2.6 The approximate timelines for these efforts and the relationship of the deliverables are as shown in Figure 2.

	2024	early-mid 2025	mid-late 2025	early-mid 2026	mid-late 2026
WMATA Better Bus Network Redesign	New bus network finalized				
Downtown Transportation Plan		Develop modal priority plan for Downtown			
Curbside Management Plan		Develop curbside typologies, including for Downtown neighborhood type			
Strategic Bikeways Plan	Public engagement and scenario planning	Public engagement and scenario planning	Develop Bikeways 5-Year Work Plan FY26-FY-30		
moveDC 2026 Update		Plan updates	Plan updates	Develop modal priority plan for District	Complete plan update

C.5.3 Project Management

The Contractor shall provide all usual and customary project administration for the Projects, including, without limitation:

C.5.3.1 Participation in one (1) in-person kick-off meeting with DMPED, DDOT and Office of Planning (OP) staff to introduce the project, identify key DMPED, DDOT and OP staff and Contractor, review the scope of work and timelines, and develop a milestone calendar.

C.5.3.2 Participation in bi-weekly coordination meeting with DMPED Contract Administrator and DDOT Project Manager. The Contractor shall conduct bi-weekly coordination and progress meetings with DMPED's Contract Administrator (CA), DDOT's Project Manager, and other stakeholders to provide updates and coordinate efforts. The Contractor shall document progress, key issues, and "red flags" during each bi-weekly meeting as follows:

C.5.3.2.1 Provide a meeting agenda to DMPED's CA for approval or modification forty-eight hours in advance of the bi-weekly coordination meeting; and

C.5.3.2.2 Share complete, detailed, and accurate meeting minutes with DMPED and DDOT within three (3) business days for review and approval.

C.5.3.3 Submit monthly progress reports and invoices to include tracking of budgets and schedules with a summary by task of progress made during the reporting period, separated into logical elements of work. This shall include pertinent data sufficient to explain project progress, meetings attended, and other specific activities covered by the invoice period, including an explanation of any technical and schedule issues which may have occurred or are expected to arise and recommendations to resolve or address issues identified in terms of scope, schedule, and budget.

C.5.3.4 Independent deliverables Quality Assurance/Quality Control (QA/QC) review: Provide a professional level of review of all deliverables to ensure quality, technical accuracy, and the coordination of all work documents furnished by Contractor. Contractor shall, without additional compensation, correct or revise any errors in its work or documents, make recommendations to ensure that the finished project conforms to all applicable DDOT and Federal design standards and acceptable to DDOT.

C.5.3.5 Participation in one (1) in-person project close-out meeting to confirm completion of all tasks, transfer or confirm transfer of any tangible deliverables and materials, and review of and instruction on use of user guides and public-facing educational material.

C.5.3.6 All files, GIS layers, and data shall become the property of DMPED and DDOT and shall be shared in formats as explained in the sections below. All public-facing materials shall be branded with DC government templates as determined by DMPED.

C.5.3.7 Routine Communications

The Contractor shall be responsible for preparing routine emails, and letters, and conducting routine telephone and video conference calls, in-person meetings, as required, throughout the project duration.

C.5.3.8 Invoicing and Progress Reports

The Contractor shall provide a draft invoice for informal review with the CA prior to formal submittal within the PASS electronic system. The formal invoice shall be submitted monthly within PASS in accordance with District of Columbia requirements. A monthly progress report shall accompany each invoice providing a list of completed activities and ongoing activities during the invoice period, "red flags" or issues that cause a risk to the projects in terms of budget, schedule, personnel, or other resources, and external risks, anticipated next steps/activities during the next invoice period, a budget summary that includes the percentage of the budget incurred during the invoice period and cumulatively for Contractor, and the CBE/DBE percentages achieved during the invoice period and cumulatively. The Contractor shall submit twelve (12) monthly invoices and associated progress reports.

C.5.4 Purpose and Need

The Contractor shall, in partnership with DMPED and DDOT, outline the mission, core principles, and vision for the Downtown Transportation Plan, and identify the goals, objectives, and performance measures for the Plan. DDOT approaches the transportation system through the lens of the seven moveDC goals: safety, equity, mobility, project delivery, management and operations (state of good repair), sustainability, and enjoyable spaces. The District is also looking to invest in infrastructure and placemaking that will generate the greatest return on investment (ROI). Goals, objectives, and performance measures should also connect to and further planning efforts identified in Section C.4.1.2 and connect to District goals to improve the quality of public space, support cultural exchange, and expand economic development Downtown. The Contractor shall help the District make the case that transportation and public space infrastructure correlates with positive transportation outcomes and a positive return on investment. This task should build upon previous Downtown planning efforts, and the focus of the level of effort here should be on a recommended framing that shall inform the other tasks in this scope.

C.5.4.1 Considerations shall include, but are not limited to:

C.5.4.1.1 Define what is meant by "modal priority" in the context of this plan;
C.5.4.1.2 Define what is meant by "return on investment" in the context of this plan;
C.5.4.1.3 Literature review and best practices case studies focused on positive economic impact of transportation projects and return on investment;
C.5.4.1.4 In light of changing land uses – less office, more residential, more university uses – what types of multimodal streets and other infrastructure are needed to best support these uses (note that DMPED can provide a list of "Housing to Downtown" conversions that have been awarded to date);
C.5.4.1.5 Recommendations for revisions to Downtown streetscape regulations, as needed;
C.5.4.1.6 Draft and final memorandum and supporting graphics; and
C.5.4.1.7 All supporting research, methodologies, and data files.

C.5.5 Transportation System Analysis of Downtown DC

C.5.5.1 The Contractor shall conduct traffic studies and network analysis for the Downtown geography (as defined in Figure 1: Downtown Map) to inform the creation of the Downtown Modal Priority Network (as described in Section C.5.6). The District is focused on an efficient transportation network to safely move people to Downtown destinations.

C.5.5.2 The Contractor shall propose an analysis approach that is proportional and tied to the ultimate recommendations and deliverables. The Contractor shall propose a public-facing dashboard or interactive tool, if recommended to meet the project aims.

C.5.5.3 Considerations shall include, but are not limited to:

C.5.5.3.1 *moveDC*: The Contractor shall conduct a thorough review of the 2021 moveDC Modal Priority Networks;
C.5.5.3.2 *Origins and Destinations:* The Contractor shall analyze the modes and the corridors that people use both to get to Downtown and to move within Downtown. The analysis should also highlight major destinations such as Metro stops and museums;
C.5.5.3.3 *East/West and North/South Connectivity:* Based on sound data analysis, the Contractor shall

consider methods to use the Downtown Modal Priority Network to maximize multimodal connectivity, which shall include an analysis of the relationship between east/west streets, north/south streets, and adjacent land uses;

C.5.5.3.4 *Average Daily Traffic (ADT)* In addition to vehicular traffic data, the Contractor shall review bus volumes (year 1 WMATA Bus Network Redesign), bicycle and pedestrian volumes, and vehicle classification counts to understand truck volumes and the types of large vehicles traveling and loading in Downtown;

C.5.5.3.5 *Micro-mobility behavior:* The Contractor shall assess current challenges, successes, and opportunities of micro-mobility options downtown, including travel patterns, drop-off points, and safety concerns, to inform future strategies;

C.5.5.3.6 *Emergency Routes:* The Contractor shall consider designated evacuation corridors, walk-out corridors, and other emergency and public safety and security protocols that may affect the designation of certain streets Downtown. This analysis shall require clarifying with relevant District government stakeholders the expectations for evacuation routes;

C.5.5.3.7 *Transit Operations:* The Contractor shall consider bus routes as well as the provision of bus layover space, particularly near restroom facilities;

C.5.5.3.8 *Curbside Uses:* Building on DDOT's Curbside Management Study, the Contractor shall provide more granular recommendations for curbside uses and related regulations specifically for Downtown;

C.5.5.3.9 *Road Segments:* The Contractor shall consider road segments as long streets often change character is different areas of the District;

C.5.5.3.10 *Land Uses and Trip Generation:* The Contractor shall consider and expand upon the relationship between transportation and land use, particularly emphasizing the changing mix of uses Downtown;

C.5.5.3.11 *Pedestrian "Desire Lines":* The Contractor shall analyze the extent to which there are informal pedestrian paths than could be formalized, or conversely, sparsely used pedestrian areas that might be altered; and

C.5.5.3.12 *Reconcile Recommendations from Downtown Plans*: The Contractor shall review the recommendations proposed by the Downtown Action Plan, the Downtown Public Realm Plan, and the Gallery Place-Chinatown Task Force, perform a conflict identification exercise, and propose which concepts can or cannot be incorporated into the Downtown Modal Priority Network.

C.5.5.4 The Contractor shall submit draft and final memorandum with Executive Summary in slide deck format.

C.5.5.5 All supporting research, methodologies, and data files, maps, tables, and analysis reports will be owned by DDOT and delivered in appropriate format.

C.5.6 Downtown Modal Priority Network

C.5.6.1 The Contractor shall develop a Downtown Modal Priority Network for the Downtown area incorporating the latest network data, documented trends, stakeholder and public feedback, best practices in multimodal urban infrastructure planning, and the nexus with economic development.

C.5.6.2 The Contractor shall address existing and potential competing modal priorities, as well as adjacent land uses and public spaces. The deliverable shall consist of a revised future network map, accompanied by detailed documentation outlining the rationale behind proposed changes,

ensuring alignment with the Purpose and Need established in Section C.5.4.

C.5.6.3 The Contractor shall also engage with the following topics. On each topic, the Contractor shall make a recommendation that incorporates safety, multimodal access, and economic return on investment as follows:

C.5.6.3.1 *Pedestrian Priority:* The Contractor shall review and assess the feasibility and efficacy of Downtown street segments that have been considered for "pedestrian priority" streets. This concept was raised in the Downtown Action Plan to "establish dedicated pedestrian zones, building on ongoing District experimentation (e.g., 18th Street closures in Adams Morgan) as well as examples from other major downtowns" (p. 89). For example, in coordination with community partners, DDOT recently closed a portion of the width of the 500 block of Eye Steet NW (between 5th Street NW and 6th Street NW) adjacent to Chinatown Park to create an extended public gathering space. The Contractor shall also consider:

C.5.6.3.1.1 Both temporary, special events-based pedestrianized areas and permanent pedestrianized areas, including the unique public safety and security constraints and permit processes in the District of Columbia. The Contractor shall explore both key known events (e.g., Open Streets, Holiday Market, annual festivals and events), as well as the possibility of recurring or permanent car-free street closures similar to those in other cities around the world;

C.5.6.3.1.2 Access and mobility needs for a variety of users and modes, including but not limited to Americans with Disabilities Act (ADA), short-term parking, and commercial loading;

C.5.6.3.1.3 Ground-floor uses, including referring to best practices from other cities on what is necessary to support a thriving pedestrian realm; and

C.5.6.3.1.4 Recommended use cases and design standards for curbless streets, shared streets, and "woonerfs" in Downtown DC;

C.5.6.3.2 *One-Way Streets, Two-Way Streets, and the Grid:* The Contractor shall address the concept raised in the Downtown Action Plan to "consider planning for the removal of legacy one-way street configurations, thereby better supporting retail and residential uses, enhancing legibility, and reducing congestion and pollution" (p. 89). There are pros and cons to one-way streets in different urban contexts, and the Contractor shall make specific recommendations rooted in data analysis in the context of the larger plan and the District's multimodal safety goals.

C.5.6.3.3 *Road Diets:* The Contractor shall make recommendations for locations that might benefit from a road diet. A road diet refers to reducing the number of vehicular travel lanes and using them for another purpose. The new use might be a widened sidewalk, a median, a protected bicycle lane, a bus lane, or another use. The Contractor shall provide specific Action Plans for areas as detailed in Sections C.5.7, C.5.8, C.5.9, and C.5.10.

C.5.6.3.4 *Opportunities to Repurpose Right-of-Way:* The Contractor shall look at underutilized transportation right-of-way and areas where sidewalks or roadways might be too wide or too narrow and make recommendations based on data analysis to repurpose or right-size this land. For example, increased vegetation could be one tool. However, the District is not expanding the roadway curb-to-curb width or vehicular capacity/throughput.

C.5.6.3.5 *Rush-Hour Restricted Parking:* In conjunction with DDOT's Curbside Management Plan under development in FY25, the Contractor shall analyze and make recommendations for the retainage or removal of rush-hour restricted parking on Downtown streets.

C.5.6.4 Draft and final recommended modal priority network in GIS and PDF formats. GIS file requirements: a routable shape file or file geodatabase; roadway edges and junctions must be identical to DDOT's Roadway Subblock shape data and have a relationship via Subblock Key attribute.

C.5.6.5 The Contractor shall submit draft and final memorandum.

C.5.6.6 All supporting research, methodologies, and data files, maps, tables, and analysis reports will be owned by DDOT and delivered in appropriate format. Technical documentation requirements: All methodologies must include technical documentation. All outputs must be replicable using this documentation. Include copies of data sources used in the analysis. When possible, include links to download source data from any sources available on the web. If source data was generated within a proprietary system that does not include a transferable license, include documentation for generating source data.

C.5.6.7 The Contractor shall submit dashboard or interactive tool.

C.5.7 Major Roadways Action Plan

C.5.7.1 Based on analysis of the transportation system, the development of the Modal Priority Network, a thorough review of previous efforts and stakeholder engagement, the Contractor shall propose a path forward for the major roadways that can be implemented by DDOT. While the Downtown Action Plan recommended K Street NW ("Create a model for a multi-modal urban promenade along K Street, including green spaces for pedestrians. K Street plays a number of important roles, serving as a travel street for vehicles and bicycles, a transit street for buses, and a pedestrian street for everyone on its sidewalks. To ensure success, any redesign of K Street shall focus on optimizing multi-modal throughput, while still providing spaces that accommodate pedestrians and help to buffer adjacent parks"), all major roadways will be given equal consideration in this effort.

C.5.7.2 The Contractor shall provide an Action Plan that is based on the Downtown Modal Priority Network, with feasibility analysis, stakeholder engagement, cost estimates, and artistic renderings for the redesign of major roadways. Engagement shall include confirming support of key stakeholders such as the State Historic Preservation Office (SHPO), Commission on Fine Arts (CFA), and National Capital Planning Commission (NCPC). Contractor provided Plans shall be presented in a format that is ready for a DDOT-led budget request and procurement action for environmental approvals (NEPA), design, and construction.

C.5.7.3 The Contractor shall provide a document that captures ideas to connect nodes, reimagine the public realm around key assets, and identify means by which the transportation network can support a future Downtown with additional housing, anchor institutions, and a vibrant neighborhood mix.

C.5.7.4 The Contractor shall also provide 2-3 highly developed, street-level renderings illustrating the proposed actions. Contractor provided renderings shall illustrate a vibrant streetscape and feature diverse users and activities.

C.5.8 **Mount Vernon Square Vision Zero Action Plan** - DC's Vision Zero Plan identified a cluster of street segments in the Mount Vernon Square area as Tier 1, 2, and 3 segments on the District's High Injury Network. The Mount Vernon Square cluster contains nine (9) High Injury Road segments including New York Avenue east and west, Massachusetts Avenue east and west, 7th Street, 9th Street, and K Street east and west. Mount Vernon Square had 7 fatalities and 31 serious injuries between 2020 and 2023 (Data from DC Vision Zero Traffic Fatalities and Injury Crashes).

C.5.8.1 The Contractor shall study the area bounded by M street NW, H Street NW, 14th street NW and North Capitol Street, and provide an Action Plan that is based on the Downtown Modal Priority Network, including concept planning, stakeholder engagement, and feasibility analysis. Engagement includes confirming support of key stakeholders such as the State Historic Preservation Office (SHPO), Commission on Fine Arts (CFA), and National Capital Planning Commission (NCPC). The Contractor's study shall also consider the freight and bus requirements of all streets within the study area. The Contractor's plan shall be presented in a format that is ready for a DDOT-led budget request and procurement action for traffic analysis, environmental approvals (NEPA), design, and construction.

C.5.9 **8th Street NW and Gallery Square Action Plan** - The Gallery Place-Chinatown Task Force recommended a bold reimagining of two segments of 8th Street NW: a northern segment including the 700 and 800 blocks (between G Street NW and Eye Street NW) and a southern segment including the 400 and 500 blocks (between D Street NW and F Street NW). Concepts include reconstructing the street as a curbless, shared street (or woonerf) or rearranging the cross-section to place vehicular traffic at the edges and pedestrians in the center of the roadbed. For Gallery Square, the Task Force recommended changing the cross-sections of the 800 block of F Street NW (between 7th Street NW and 8th Street NW), the 800 block of G Street NW (between 7th Street NW and 8th Street NW), and the 600 block of 7th Street NW (between F Street NW and G Street NW) to promote pedestrian activity.

C.5.9.1 The Contractor shall provide an Action Plan for 8th Street NW and Gallery Square that is based on the Downtown Modal Priority Network, including concept planning and design, traffic forecasting and operation analysis, survey (including inventory of below-grade vaults under the sidewalk), and cost estimates. Engagement shall include confirming support of key stakeholders such as the State Historic Preservation Office (SHPO), Commission on Fine Arts (CFA), and National Capital Planning Commission (NCPC). The Contractor's plan shall be presented in a format that is ready for a DDOT-led budget request and procurement action for environmental approvals (NEPA), design and construction.

C.5.9.2 The Contractor shall also provide 2-3 highly developed, street-level renderings illustrating the proposed actions. Contractor renderings shall illustrate a vibrant streetscape and feature diverse users and activities.

C.5.10 **Historic Green Triangle Roadways Action Plan** - The Downtown Action Plan and the Downtown Public Realm Plan proposed various ideas for the "Historic Green Triangle" formed by Farragut Square, Lafayette Park, and McPherson Square all generally aimed at reclaiming space from cars and enhancing space for pedestrians and cyclists. Proposals for the parks are being considered in other planning and urban design studies led by DMPED and OP and should be considered a springboard for proposed actions.

C.5.10.1 In consideration of the proposals stated in C.5.10, the Contractor shall review the various road diet proposals for the following street segments, incorporate transit operations and bus layover space, and make recommendations for cross-section changes on one or more blocks: 800 block of Connecticut Avenue NW (between H Street NW and Eye Street NW), 900 block of 17th Street NW (between Eye Street NW and K Street NW on the east and west sides of Farragut Square), 800 block of Vermont Avenue NW (between H Street NW and Eye Street NW), and 900 block of 15th Street NW (between Eye Street NW and K Street NW on the east and west sides of McPherson Square).

C.5.10.2 The Contractor shall provide an Action Plan for street segments in the Historic Green Triangle (referenced in C.5.10.1 through C.5.10.4) that is based on the Downtown Modal Priority Network, including concept planning, stakeholder engagement, and feasibility analysis. Engagement shall include confirming support of key stakeholders such as the State Historic Preservation Office (SHPO), Commission on Fine Arts (CFA), and National Capital Planning Commission (NCPC). The Contractor's plan shall consider pedestrian accessibility, safety improvements, and the freight and bus requirements of all streets in this area. The plan shall also be presented in a format that is ready for a DDOT-led budget request and procurement action for traffic analysis, environmental approvals (NEPA), design, and construction.

C.5.10.3 The Contractor shall provide one (1) highly developed, street-level rendering illustrating proposed actions for each block on which a road diet is recommended in this task. Contractor renderings shall illustrate a vibrant streetscape and feature diverse users and activities.

C.5.11 <u>Community and Stakeholder Engagement</u> - Community engagement is a vital part of any good transportation plan. Since this Downtown Transportation Plan is fundamentally building upon the work of previous Downtown Plans and in parallel with other transportation planning efforts, the engagement associated with this project must be focused and targeted.

C.5.11.1 The Contractor shall closely coordinate with other Downtown efforts and DDOT projects, such as the Curbside Management Study, Strategic Bikeways Plan, and moveDC 2026 update, for public engagement, potentially including co-branding and cross-promoting as directed by DMPED and DDOT.

C.5.11.2 The Contractor shall hold routine bi-weekly internal progress meetings with DMPED, DDOT, and the Office of Planning. Some of these regular meetings may include a core group of additional stakeholders, potentially including the Downtown Business Improvement District, the Golden Triangle Business Improvement District, WMATA, the National Capital Planning Commission (NCPC), and others.

C.5.11.3 The Contractor shall produce a comprehensive public engagement plan including timeline, staffing needs and resources;

C.5.11.4 The Contractor shall produce a comprehensive summary of public input and comments received throughout the engagement campaign.

C.5.11.5 The Contractor shall develop content, maps, materials, and updates for the project website, hosted and managed by DDOT through the Hub platform. Contractor provided graphic design materials shall include co-branding and cross-promoting with other projects, as directed by DMPED and DDOT**.**

C.5.11.6 The Contractor shall provide draft and final digital copies of maps and materials. GIS file requirements: All outputs of roadway data must relate to DDOT's Roadway Subblock data set via the Subblock key attribute. All outputs must use the NAD 1983 State Plane Maryland FIPS 1900 (Meters) projects coordinate system. Include copies of source data used in the analysis. When possible, include links to download source data from any sources available on the web. If source data was generated within a proprietary system that does not include a transferrable license, include documentation for generating source data. ~~a tra~~nsferable license, include documentation for generating source data.

C.5.11.7 The Contractor shall conduct two (2) to four (4) Focus Groups with Stakeholders. The content and participation of the Focus Groups shall be proposed by the Contractor and confirmed with DMPED, DDOT, and OP.

C.5.11.8 The Contractor shall also develop materials for and facilitate two (2) In-Person Open House Events for community members, stakeholders, and ANC. One Open House shall be held at the mid-point of the project to obtain substantive feedback, and one Open House shall be held near the conclusion of the project to present and obtain final feedback on deliverables. The Contractor shall handle logistics for the support of these meetings, including graphics, print materials, and presentation (draft and final), fact sheet, title VI forms, comment cards; presentation display boards, wayfinding signage, venue cost, and refreshments.

SECTION D: PACKAGING AND MARKING

D.1 Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated 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 one (1) year from the date of award specified on the cover page of this contract.

F.2 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:

No.	Deliverable	Quantity	Format and Method of Delivery	Due Date
01	Kick-off meeting agenda, attendance, and minutes as stated in C.5.3.1	1	Word document; Email	Within two (2) weeks of contract award
02	Project schedule with milestones and deliverables as stated in C.5.3.1	1	Word document; pdf	Within two (2) weeks of contract award
03	Comprehensive public engagement plan responsive to C.5.11.3.	1	Word document	Within one (1) month of contract award
04	Monthly progress reports as stated in C.5.3.3	12	Word document	Within one (1) month of contract award and monthly thereafter
05	Draft and final memorandum and supporting graphics responsive to C.5.4 Purpose and Need	2	Word document; pdf	Draft within three (3) months of contract award. Final within two (2) weeks from receiving comments by CA
06	Supporting research, methodologies, and data files responsive to C.5.4 Purpose and Need.	N/A	Powerpoint; pdf, GIS files	Within three (3) months of contract award
07	Draft and final memorandum and supporting graphics responsive to C.5.5 Transportation Systems	2	Powerpoint; pdf	Draft within five (5) months of contract award. Final within two (2) weeks from

	Analysis of Downtown DC			receiving comments by CA
08	Supporting research, methodologies, and data files as stated in C.5.5 Transportation Systems Analysis of Downtown DC	N/A	Powerpoint; pdf, GIS files	Within five (5) months of contract award
09	Draft and final recommended modal priority network memorandum as stated in C.5.6 Downtown Modal Priority Network	2	Word document; pdf; GIS files	Draft within five (5) months of contract award. Final within two (2) weeks from receiving comments by CA
10	Draft and final memorandum responsive to C.5.6 Downtown Modal Priority Network	2	Word document; pdf	Draft within five (5) months of contract award. Final within two (2) weeks from receiving comments by CA
11	Supporting research, methodologies, and data files as stated in C.5.6 Downtown Modal Priority Network	N/A	Powerpoint; pdf, GIS files	Draft within five (5) months of contract award. Final within two (2) weeks from receiving comments by CA
12	Major Roadways Action Plan responsive to C.5.7.	1	Word document; pdf; artistic renderings	Within eleven (11) months of contract award
13	Mount Vernon Square Vision Zero Action Plan responsive to C.5.8.	1	Word document; pdf	Within eleven (11) months of contract award
14	8th Street NW and Gallery Square Action Plan responsive to C.5.9.	1	Word document; pdf	Within eleven (11) months of contract award
15	Historic Green Triangle Roadways Action Plan responsive to C.5.10.	1	Word document; pdf	Within eleven (11) months of contract award
16	Comprehensive summary of public input received responsive to C.5.11.4.	multiple	Word document; pdf	Within two (2) weeks after each public

				engagement event
17	Final digital copies of maps and materials responsive to C.5.11.6.	1	Word document; pdf	Within twelve (12) months of contract award
18	Close-out meeting agenda, attendance, and minutes as stated in C.5.3.5	1	Word document; Email	Within twelve (12) months of contract award

F.2.1 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 create and submit payment requests in an electronic format through the DC Vendor Portal, vendorportal.dc.gov.

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

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 The District shall not make final payment to the Contractor until the agency CFO has received the CO'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

G.4.1 PARTIAL PAYMENTS

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

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

- "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and

c) Presentation of a properly executed invoice.

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 ACT

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*., as amended, 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 at least 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 the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of this contract;

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.6.1.2.1 3rd day after the required payment date for meat or a meat product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 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 shall 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 the contract:

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.6.2.1.2 Notify the CO and the subcontractor(s), 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 shall pay subcontractors or suppliers 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 at least 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 the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

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

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District 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.6.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.7 CONTRACTING OFFICER (CO)

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

Dr. Jacque McDonald, NIGP-CPP, CPPO, CPPB
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street SE, Suite 675
Washington, DC 20003
Telephone (202) 724-8111
Email: jacque.mcdonald@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 ADMINSTRATOR (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 address and telephone number of the CA is:

Leah Riley, Director of Downtown Innovation
Office of the Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Avenue, NW, Suite 317
Washington, DC 20004
Telephone 202.538.1279
Email: leah.riley@dc.gov

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 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. 2015-4281, Revision No. 30, dated July 22, 2024, 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 **clause 24 of the SCP**. 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 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq*. (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq*.

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

H.5.1 For contracts for services in the amount of $300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs 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 qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD 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.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor

performs less than 35% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the on-site work with its own organization and resources if the contract is $1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

Reserved

H.12 CONTRACTOR RESPONSIBILITIES

Reserved

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the solicitation (See Section L.21) and the resultant contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

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 http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents".

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

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. 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.

B. 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 hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), 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.

C. 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.

D. Subcontractor Rights

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

E. 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.

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

I.6 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 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 submit a Certificate of Insurance to the Contracting Officer (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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, 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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

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 and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons,

broad form property damage, 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.

The Commercial General Liability shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or its equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

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 in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or its equivalent)

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.

   The Workers Compensation and Employers Liability shall be further endorsed to:
   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of $2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of $5,000,000 per occurrence and $5,000,000 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 Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS
Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. 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.

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

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

G. 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 Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia 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.

I. 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 cancellation, non-renewal, or material

changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

via email to: Jacque.mcdonald@dc.gov and Shirley.etwaroo2@dc.gov

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).

K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.

L. 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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District**: Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

(i) A description of the claim and the amount in dispute;
(ii) Data or other information in support of the claim;

(iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
(iii) The Contractor's request for relief or other action by the CO.

(2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

(3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

(i) Provide a description of the claim or dispute;
(ii) Refer to the pertinent contract terms;
(iii) State the factual areas of agreement and disagreement;
(iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(vi) Indicate that the written document is the CO's final decision; and
(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a

contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

(i) Provide a description of the claim or dispute;
(ii) Refer to the pertinent contract terms;
(iii) State the factual areas of agreement and disagreement;
(iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(vi) Indicate that the written document is the CO's final decision; and
(vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes in its place:

15. Changes:

(a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

(b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:

(1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
(2) Obtains a certification of funding to pay for the additional work;
(3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
(4) Provides the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

(1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
(2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
(3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.

(d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.)* ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

(a) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;
(b) recruitment, or recruitment advertising;
(c) demotion, layoff or termination;
(d) rates of pay, or other forms of compensation; and
(e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.

(9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

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 http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 30, dated July 22, 2024
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice 2024 available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2024 available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.9	First Source Initial Employment Plan (if contract is $300,000 or more) available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"
J.10	Contractor Experience Questionnaire Form
J.11	Past Performance Evaluation Form available at http://ocp.dc.gov click on "OCP Solicitations then click on Required Solicitation Documents"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form
available at http://ocp.dc.gov, under Quick Links click on "Required Solicitation Documents"

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically via email to lindel.reid@dc.gov. To be considered, an offeror must submit the required attachments via email to lindel.reid@dc.gov with the subject line: **"Proposal in Response to Solicitation No. DCEB-2025-R-0001 – Downtown Transportation Plan"** before **2:00PM local time, Friday, December 20, 2024.** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

L.2.5 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 for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.3 TECHNICAL PROPOSAL

The proposal shall include all the information outlined in this Section. Each offeror shall submit a 1-2 page executive summary outlining offeror's overall proposal, including a brief description of its organization's mission, history, and philosophy, and describing how the work set forth in Section C, Statement of Work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors. Excluding attachments, the technical proposal shall be no more than fifteen (15) pages.

L.3.1 Section 1 – Knowledge and Experience:

L.3.1.1 The Offeror shall describe its organization's experience related to transportation planning in an urban context. The proposal should demonstrate the team's expertise in coordinating multidisciplinary efforts, focusing on planning services that enhance the transportation network to support Downtown's connectivity, accessibility, and public realm.

L.3.1.2 Offeror shall demonstrate experience in urban transportation planning, specifically in designing and implementing multi-modal systems that prioritize safe, efficient, and accessible travel for diverse users. Experience with urban transportation projects that involve street hierarchies, modal priority assignments, and curbside management is essential.

L.3.1.3 Offeror shall demonstrate knowledge of applying a racial equity lens to transportation planning processes, ensuring equitable access and inclusive policy recommendations that address community mobility needs. Offeror shall demonstrate an understanding of the goals of the project with a proposal that reflects an understanding of the target audiences in the District of Columbia.

L.3.1.4 Offeror shall demonstrate experience in engaging with key stakeholders—including government agencies, community members, business and property owners, civic groups, and elected officials—to gather insights, build consensus, and support successful plan implementation. The proposal should reflect a history of collaborative engagement that strengthens transportation outcomes aligned with community and policy goals

L.3.2 Section 2 – Qualifications of Key Personnel:

L.3.2.1 The Offeror shall provide the identity and describe the qualifications, capabilities and experience of key personnel, team members, and subcontractors to be involved with this project, including their project assignments and the extent of their participation.

L.3.2.2 Offeror shall provide appropriate documentation of staff credentials and proposed key personnel demonstrating their qualifications for and experience with transportation planning. This includes expertise in transportation network design, urban mobility strategies, multi-modal systems planning, and data-driven analysis. Personnel should have experience with forecasting transportation needs, assessing connectivity and accessibility, and applying policies to prioritize safe, equitable, and sustainable transportation solutions. Familiarity with District Government transportation policies and programs is preferred.

L.3.3 Section 3 – Organizational Capacity and Management Approach:

L.3.3.1 The Offeror shall demonstrate its capacity to successfully apply and commit itself to project tasks and to complete required services. It should describe its management approach, staffing, and schedule for assigned projects, scheduling, and its plan for coordination of activities. The offeror should describe its proposed organizational structure and management approach to assigned projects. It should describe the project team and its plan to maintain schedule and cost control on assigned projects, to resolve constraints, and to interact effectively with the District's operations and staff.

L.3.3.2 Offeror shall demonstrate the capacity of the team and key personnel to complete this project for the District due to the key personnel's current involvement on other projects or the firm's ongoing project portfolios. The firm shall demonstrate sufficient capacity to staff (with high quality resources) and perform the proposed work.

L.3.4 Section 4 - Past Performance on Similar Projects:

L.3.4.1 Offeror shall provide, with proposal, the completed Experience Questionnaire (Attachment J.10) listing all contracts (minimum three), including ongoing contracts, in which the Offeror has performed similar studies in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in Section C.5; and

L.3.4.2 Offeror shall provide a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), and that are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form (Attachment J.11).

L.3.5 Section 5 – Attachments: The Offeror shall complete and provide in this section, the following documents and pertinent information:

A. Solicitation, Offer and Award form; and

B. Attachments referenced in Section J (Excluding Attachments J.1, J.2, J.5 and J.6).

L.4 PRICE PROPOSAL

L.4.1 The Offeror shall identify this portion of the proposal as the "PRICE PROPOSAL" and attach it separately from the remainder of the proposal. The price proposal will be evaluated separately from the Technical Proposal. Price data shall not be presented in the technical portion of the proposal.

L.4.2 The Offeror shall submit the price information in the manner and format stated in Section B, Contract Type, Supplies or Services and Price/Cost, and shall conform to the requirements of that Section. Offeror shall submit pricing for all Contract Line Item Numbers (CLINs). Proposals that fail to provide pricing for each CLIN may be considered unacceptable.

L.5 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) 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 Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.6.1 Proposal Submission

L.6.1.1 Proposals must be emailed to lindel.reid@dc.gov no later than the closing date and time. Late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time will not be accepted.

L.6.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.6.1.3 It is solely the offeror's responsibility to ensure that it begins the email submission process in sufficient time to get the attachments transmitted before the closing time. **You may use Microsoft Edge, Mozilla Firefox (esr 17 or esr 24), Safari (4 or 5), Mobile Safari (6 or 7), or Google Chrome 26 to upload the attachments.**

L.6.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

L.6.3 Late Proposals

The District's will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.6.4 Late Modifications

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

L.7 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email to lindel.reid@dc.gov. The prospective offeror should submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than five (5) days before the date set for submission of proposals. 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.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 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.8.2 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.9 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.10 PROPOSAL PROTESTS

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

filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.11 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 visual and other presentation aids are neither necessary nor desired.

L.12 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.13 PROPOSAL COSTS

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

L.14 CERTIFICATES OF INSURANCE

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

Dr. Jacque McDonald, NIGP-CPP, CPPO, CPPB
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street SE, Suite 675
Washington, DC 20003
jacque.mcdonald@dc.gov
Re: Contract No. DCEB-2025-C-0001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation via email to lindel.reid@dc.gov. 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 under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a 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 evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

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. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

L.19.1 To be determined responsible, a prospective contractor must demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

(b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;

(c) Has a satisfactory performance record;

(d) Has a satisfactory record of integrity and business ethics;

(e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

(f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq*.;

(g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

(h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

(i) Has not exhibited a pattern of overcharging the District;

(j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.19.2 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 virtual pre-proposal conference via Microsoft Teams will be held on **Wednesday, December 4, 2024, from 11:00am to 12:30pm.** Attendees must pre-register for the pre-proposal conference by emailing Mr. Lindel Reid, Senior Contract Specialist at lindel.reid@dc.gov. 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.

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. The District will furnish responses via the DMPED and OCP websites. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, 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.20 KEY PERSONNEL

L.21.1 The District considers the following positions to be key personnel for this contract: **Project Manager; Transportation Planner; GIS Specialist**; **Graphics/Visualization Specialist**; and **Community Engagement Lead.**

L.21.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

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

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

Description: These factors consider the Offeror's knowledge and experience, proposed methodology and work plan, qualifications of key personnel, and past performance in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices and overall satisfaction with the Offeror's performance.

M.3.1.1 Knowledge and Experience (0 – 40 points)

M.3.1.1.1 This evaluation factor considers the Offeror's specific expertise related to transportation planning in an urban context. The proposal should demonstrate the team's expertise in coordinating multidisciplinary efforts, focusing on planning services that enhance the transportation network to support Downtown's connectivity, accessibility, and public realm. – **10 points**

M.3.1.1.2 This factor will be evaluated on the Offeror's demonstrated knowledge and experience in urban transportation planning, specifically in designing and implementing multi-modal systems that prioritize safe, efficient, and accessible travel for diverse users. Experience with urban transportation projects that involve street hierarchies, modal priority assignments, and curbside management is essential. – **10 points**

M.3.1.1.3 This factor will consider the Offeror's demonstrated knowledge of applying a racial equity lens to transportation planning processes, ensuring equitable access and inclusive policy recommendations that address community mobility needs. Demonstrated understanding of the goals of the project with a proposal that reflects an understanding of the target audiences of the District of Columbia. – **10 points**

M.3.1.1.4 This factor will consider the Offeror's experience in engaging with key stakeholders—including government agencies, community members, business and property owners, civic groups, and elected officials—to gather insights, build consensus, and support successful plan implementation. The proposal should reflect a history of collaborative engagement that strengthens transportation outcomes aligned with community and policy goals. **– 10 points**

M.3.1.2 Qualifications of Key Personnel (0 – 20 points)

M.3.1.2.1 This evaluation factor considers the qualifications, capabilities, and experience of the Offeror's key personnel, team members, and subcontractors to be involved with this project, including their project assignments and the extent of their participation. – **10 points**

M.3.1.2.2 This factor shall also consider credentials of proposed key personnel demonstrating that the personnel possess the necessary qualifications for and experience with transportation planning. This includes expertise in transportation network design, urban mobility strategies, multi-modal systems planning, and data-driven analysis. Personnel should have experience with forecasting transportation needs, assessing connectivity and accessibility, and applying policies to prioritize safe, equitable, and sustainable transportation solutions. Familiarity with District Government transportation policies and programs is preferred. – **10 points**

M.3.1.3 Organizational Capacity and Management Approach (0 – 10 points)

M.3.1.3.1 This factor shall consider the Offeror's capacity to successfully apply and commit itself to project tasks and to complete required services. It should describe its management approach, staffing, and schedule for assigned projects, scheduling, and its plan for coordination of activities. The offeror should describe its proposed organizational structure and management approach to assigned projects. It should describe the project team and its plan to maintain schedule and cost control on assigned projects, to resolve constraints, and to interact effectively with the District's operations and staff. – **5 points**

M.3.1.3.2 This evaluation factor considers the demonstrated capacity of the team and key personnel to complete this project for the District due to the key personnel's current involvement on other projects or the firm's ongoing project portfolios. The firm shall demonstrate sufficient capacity to staff (with high quality resources) and perform the proposed work. – **5 points**

M.3.1.5 Past Performance on Similar Projects (0 – 10 points)

M.3.1.5.1 Evaluation of past performance allows the District to assess the Offeror's ability to perform and the extent to which the Offeror has performed similar work for public or private entities in the past five (5) years. (Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in Section C.5. – **5 points**

M.3.1.5.2 This evaluation factor considers the extent of the Offeror's past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of Offeror's performance on projects of comparable size, highly technical nature, timeliness in service delivery, and complexity. The relevance of the information, source of information, context of the data, and general trends in Offeror's performance shall be considered. – **5 points**

M.3.2 PRICE CRITERION (20 Points Maximum)

The price evaluation will be objective. The offeror with the lowest prices 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:

Lowest price proposal
---------- X **20** = Evaluated price score
Price of proposal being evaluated

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (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 evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1 <u>Application of Preferences</u>

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

M.5.1.2 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.

M.5.1.3 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.

M.5.1.4 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.

M.5.1.5 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.

M.5.1.6 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.

M.5.1.7 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.

M.5.1.8 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.

M.5.2 Maximum Preference Awarded

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

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

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 CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking 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 850N
Washington DC 20001

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.