

A. SOLICITATION, OFFER, AND AWARD			1. Caption Bike and Pedestrian Education			Page of Pages 1 of (plus attachments)			
2. Contract Number		3. Solicitation Number DCKA-2015-B-0019		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 1/30/2015		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE – Suite 700S Washington, DC 20003				8. Address Offer to: Department of Transportation Office of Contracting and Procurement 55 M Street, SE Bid Room, 4 th Floor Washington, DC 20003					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the address in section 8 above until <u>2:00 pm</u> local time on February 25, 2015									
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 Paulette B. Franklin, Contract Specialist		B. Telephone (Area Code) 202 (Number) 671-4630 (Ext)			C. E-mail Address Paulette.franklin@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	21		
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	7	X	J	List of Attachments	27		
x	D	Packaging and Marking	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	Inspection and Acceptance	14	X	K	Representations, Certifications, and Other Statements of Offerors	28		
X	F	Period of Performance and Deliverables	14						
X	G	Contract Administration	15	X	L	Instructions, Conditions, and Notices to Offerors	32		
X	H	Special Contract Requirements	19	X	M	Evaluation Factors	38		
OFFER									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>270</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13 Not Applicable									
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		15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G		16. Name and Title of Person Authorized to Sign Offer/Contract		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) Government of the District of Columbia				23. Signature of Contracting Officer (District of Columbia)  Office of Contracting & Procurement				24. Award Date	

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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of District Department of Transportation (DDOT) (the “District”) is seeking a contractor to provide pedestrian and bicycle safety education to students in grades K-8 and to provide bicycle safety education to adults in the District of Columbia.

B.2 The District contemplates award of a one-year fixed, firm-price contract with two option years.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001 (Section C.5.1)	Schedule and Deliver Pedestrian and Bicycle Education Courses at Thirteen (13) DC Schools	\$ _____ per school	13	\$ _____
0002 (Section C.5.2)	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	\$ _____ per course	2	\$ _____
0003 (Section C.5.3)	Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings	\$ _____ per course	2	\$ _____
0004 (Section C.5.4)	Schedule and Deliver Three (3) Ped/Bike Safety Events including up to Two (2) Child Learn to Ride Classes	\$ _____ per event or course	3	\$ _____
0005 (Section C.5.5)	Provide and Maintain Necessary Equipment	\$ _____ per lot	1	\$ _____
0006	Provide four thousand (4,000) Neighborhood Pace Car Program Packets and four hundred (400) Small	\$ _____ per lot	1	\$ _____

	Prizes			
0007 (Section C.5.7)	Provide Ten (10) Adult Bicycle Education Classes for Adults who Already Ride Bikes	\$_____ per course	10	\$_____
0008 (Section C.5.8)	Provide Three (3) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	\$_____ per course	3	\$_____
0009 (Section C.5.9)	Provide and Maintain a Safety Education Website	\$_____ per lot	1	\$_____
0010 (Section C.5.10)	Implement a Bicycle Ambassadors Program	\$_____ per lot	1	\$_____
0011 (Section C.5.11)	Provide Printed Materials	\$_____ per lot	1	\$_____
Grand Total for B.3.1				\$_____

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
1001 (Section C.5.1)	Schedule and Deliver Pedestrian and Bicycle Education Courses at Thirteen (13) DC Schools	\$_____ per school	13	\$_____
1002 (Section C.5.2)	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	\$_____ per course	2	\$_____
1003 (Section C.5.3)	Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings	\$_____ per course	2	\$_____
1004 (Section C.5.4)	Schedule and Deliver Three (3) Ped/Bike Safety Events including up to Two (2) Child Learn to Ride Classes	\$_____ per event or course	3	\$_____
1005 (Section C.5.5)	Provide and Maintain Necessary Equipment	\$_____ per lot	1	\$_____
1006	Provide four thousand (4,000) Neighborhood Pace Car Program Packets and four hundred (400) Small Prizes	\$_____ per lot	1	\$_____
1007 (Section C.5.7)	Provide Ten (10) Adult Bicycle Education Classes for Adults who Already Ride Bikes	\$_____ per course	10	\$_____
1008 (Section C.5.8)	Provide Three (3) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	\$_____ per course	3	\$_____
1009 (Section C.5.9)	Provide and Maintain a Safety Education Website	\$_____ per lot	1	\$_____

<p>1010 (Section C.5.10)</p>	<p>Implement a Bicycle Ambassadors Program</p>	<p>\$_____ per lot</p>	<p>1</p>	<p>\$_____</p>
<p>1011 (Section C.5.11)</p>	<p>Provide Printed Materials</p>	<p>\$_____ per lot</p>	<p>1</p>	<p>\$_____</p>
<p>Grand Total for B.3.1</p>				<p>\$_____</p>

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
2001 (Section C.5.1)	Schedule and Deliver Pedestrian and Bicycle Education Courses at Thirteen (13) DC Schools	\$_____ per school	13	\$_____
2002 (Section C.5.2)	Schedule and Deliver Two (2) Parent and Child Bicycling Safety Education Courses	\$_____ per course	2	\$_____
2003 (Section C.5.3)	Schedule and Deliver Two (2) Bicycle Skills Challenge Course Trainings	\$_____ per course	2	\$_____
2004 (Section C.5.4)	Schedule and Deliver Three (3) Ped/Bike Safety Events including up to Two (2) Child Learn to Ride Classes	\$_____ per event or course	3	\$_____
2005 (Section C.5.5)	Provide and Maintain Necessary Equipment	\$_____ per lot	1	\$_____
2006	Provide four thousand (4,000) Neighborhood Pace Car Program Packets and four hundred (400) Small Prizes	\$_____ per lot	1	\$_____
2007 (Section C.5.7)	Provide Ten (10) Adult Bicycle Education Classes for Adults who Already Ride Bikes	\$_____ per course	10	\$_____
2008 (Section C.5.8)	Provide Three (3) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle	\$_____ per course	2	\$_____
2009 (Section C.5.9)	Provide and Maintain a Safety Education Website	\$_____ per lot	1	\$_____

2010 (Section C.5.10)	Implement a Bicycle Ambassadors Program	\$ _____ per lot	1	\$ _____
2011 (Section C.5.11)	Provide Printed Materials	\$ _____ per lot	1	\$ _____
Grand Total for B.3.1				\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District Department of Transportation is seeking a Contractor to teach and provide pedestrian and bicycle safety education to students and bicycle safety education to adults. The Contractor will provide Pedestrian and Bicycle Safety Education courses to students in the classroom at thirteen (13) DC schools, will hold two (2) Parent and Child Bicycling Safety Education Courses, will hold two (2) Bicycle Skills Challenge Course Trainings, will hold three (3) pedestrian and bicycle safety events including up to two (2) Child Learn to Ride Classes, will provide and maintain necessary equipment, and will supply four thousand Neighborhood Pace Car Program Packets and four hundred (400) Small Prizes. The Contractor will also provide ten (10) bicycle education courses to adults who already know how to ride a bike, provide three (3) learn to ride courses for adults who do not know how to ride a bike. Successful proposer will provide and maintain a website, will implement a bicycle ambassador program, and will provide related printed materials.

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	Curriculum	Maryland Pedestrian and Bicycle Safety Education Program	March 2003
2	League of American Bicyclists	Smart Cycling: Traffic Skills 101	2008

C.3 DEFINITIONS

Does Not Apply

C.4 BACKGROUND

Promoting safe walking and cycling through a comprehensive education program can help reduce the number of injuries and deaths in the District of Columbia, can promote healthy, active lifestyles that reduce health care costs, and support environmentally sustainable transportation. By addressing the District’s top priority areas of bicycle and pedestrian safety,

this program will continue DDOT's commitment to making DC a bicycle friendly city by building on recent successes in creating safe places to ride throughout the District.

The student pedestrian and bicycle safety portion of this Scope will be part of the District of Columbia Safe Routes to School Program. The District of Columbia is currently implementing the Federal Safe Routes to School Program which was created by Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and continued under the Moving Ahead for Progress in the 21st Century Act (MAP-21). The Safe Routes to School Program works to improve safety for children in grades K-8 who walk and bicycle to school and to increase the number of students who do so. The Safe Routes to School (SRTS) Education Program constitutes one portion of DC's SRTS Program. The Education Program will be closely aligned with other DC SRTS projects as described below:

Education: DC SRTS Education Program - Since 2003, DDOT has funded safety education at DC schools. Kindergarten, first and second graders learn about pedestrian safety, while third through eighth graders learn bicycle skills.

Enforcement: DDOT's partners at the Metropolitan Police Department (MPD) help to enforce traffic laws near schools.

Encouragement: DDOT supports schools in their efforts to get more children walking and bicycling to school by offering small prizes for schools that hold International Walk to School Day events and by sponsoring the Walk & Roll Club, a frequent walker/bicyclist reward program.

Planning Assistance Program - The Planning Assistance Program has been in existence since the 2008/2009 school year when DDOT completed planning assistance at twelve pilot schools. Since then, more than twenty additional schools have completed the program. As part of the program, the Safe Routes to School Coordinator assists each school with the creation of an Action Plan that includes recommended strategies comprehensive education, enforcement, engineering and encouragement, and evaluation.

The DC Safe Routes to School program is overseen by the Safe Routes to School Coordinator.

C.5 REQUIREMENTS

The contractor shall provide the following services under the direction and supervision of the Contracting Officer Technical Representative (COTR):

C.5.1 Schedule and Deliver Pedestrian and Bicycle Education Courses at Thirteen (13) DC Schools

The COTR will provide the Contractor with a list of schools that have expressed interest in the Education Program. The Contractor will coordinate with the school's contact person and do the necessary work to schedule the courses at thirteen (13) schools, which are typically held during the school's Physical Education Class. The Contractor will then visit each school to teach the lessons. The Contractor will coordinate with the school to locate a suitable location for the course at each school, usually either the school gymnasium or blacktop. For each course, the

Contractor is required to set up all of the necessary equipment, coordinate with the teacher, teach the lessons, and then pack up the equipment.

Students in grades kindergarten through second grade receive pedestrian safety education. Students in grades three through eight receive bicycle safety education. Due to restrictions from the funding source for this program, only students in grades K-8 are eligible for this course. The Contractor shall use the Maryland Pedestrian and Bicycle Safety Education Program curriculum or an alternative curriculum as approved by the COTR and adapt it as necessary to meet the needs of DC students. The Maryland curriculum can be found here:

<http://saferoutesinfo.org/program-tools/maryland-pedestrian-and-bicycle-safety-education-curriculum-k-5>.

The Contractor may choose to conduct up to two (2) of these education courses as part of an ongoing after-school bike club at a school or recreation center, with preference given to schools and recreation centers in underserved areas such as Wards 7 and 8. After-school bike clubs provide students with more detailed information on safe bicycling, more instruction time, and more opportunity to practice bicycling skills but reach fewer students than a typical classroom course.

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

C.5.2 Schedule and Deliver Two Parent and Child Bicycling Safety Education Courses

In addition to the classroom education program, the Contractor shall perform all work necessary to schedule and deliver up to two (2) Parent and Child Bicycling Education Courses. These courses will focus on giving parents and children the skills they need to bike safely together, whether one child and one adult or multiple children and adults as is typical in a bike train. The Contractor will be responsible for locating a place to teach these courses and to pay any reservation or permit fees as required. Each event is expected to last up to six hours. For this course, it is expected that the parents and children will bring their own bicycles and helmets. The Contractor will document the number of student and parent participants at each event and will forward the information to the COTR monthly with the submission of each invoice.

C.5.3 Schedule and Deliver Two Bicycle Skills Challenge Course Trainings

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

number of participants at each event and will forward the information to the COTR monthly with the submission of each invoice.

C.5.4 Schedule and Deliver Three Ped/Bike Safety Events including up to Two Child Learn to Ride Classes

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

C.5.5 Provide and Maintain Necessary Equipment

The Contractor shall provide and maintain a minimum of ten (10) bikes in a variety of children’s sizes adequate to provide bicycle safety education to students in 2nd through 8th grades. The Contractor shall also provide and maintain related pedestrian and bicycle safety education equipment, including, but not limited to, helmets in a variety of sizes, surgical caps, traffic cones, stop sign and traffic signal replicas, ropes and tape; educational literature, and tools to maintain and repair the bicycles. The Contractor is also responsible for storing and transporting all of the necessary bicycles and equipment.

C.5.6 Provide 4,000 Neighborhood Pace Car Program Packets and 400 Small Prizes

The Contractor will provide the COTR with Neighborhood Pace Car Program printed materials and prizes. In the Neighborhood Pace Car Program, parents and community members pledge to drive safely, courteously, and within the posted speed limit on city streets, particularly within the school zone and display the DC Neighborhood Pace Car sticker on their vehicles. The program is run as a competition between classrooms within a participating school.

The Contractor will be responsible for designing, printing, and assembling up to four thousand (4,000) Neighborhood Pace Car packets as instructed by the COTR. Each packet will consist of one double-sided, three color printed leaflet printed on 8 ½ by 11 cardstock material with a Pace Car sticker stapled inside. The sticker should be a cling-type sticker that can be attached and detached from the interior of a car’s rear windshield without damaging either the windshield or the sticker. Within the packet, there will also be instructions, printed on a double-sided half sheet of paper and in black and white. The Contractor is responsible for delivering the materials to the COTR. The COTR must approve all materials before printing.

The Contractor will also provide prizes for the COTR to distribute to the winning classroom at each participating school. Small prizes, such as reflective slap bracelets, zipper pulls, or the like are expected. The COTR must approve the prize selection before the Contractor places the

order. A minimum of four hundred (400) such prizes will be required. The Contractor is responsible for procuring all of the necessary supplies and having them delivered to the COTR.

The Contractor is not responsible for communicating with schools to coordinate the Pace Car Program or for delivering materials to individual schools.

C.5.7 Provide Ten (10) Adult Bicycle Education Classes for Adults who Already Ride Bikes

The Contractor will provide adult bicycle education classes at the Contractor's office, Department of Parks and Recreation Centers or in other venues such as police stations and libraries. The Contractor will teach five (5) Confident City Cycling Beginner classes, three (3) Confident City Cycling Intermediate classes, and one (1) Confident City Cycling Advanced class (which completes the League of American Bicyclist's Road I certification). The Confident City Cycling Beginner class is based on Part 1 of "Smart Cycling: Traffic Skills 101." The Confident City Cycling Intermediate class is based on Part 2 of "Smart Cycling: Traffic Skills 101," and the Confident City Cycling Advanced class is based on Part 3 of "Smart Cycling: Traffic Skills 101." The Contractor will also provide one (1) League of American Bicyclists Certified Instructor training. Classes will occur throughout the year but to the extent possible will be concentrated in the spring. The Contractor is responsible for locating a venue for each course and for obtaining any necessary permissions/permits, including any fees, for use of the venue. The Contractor is also responsible for providing class participant with any printed course materials. For the courses that include on-bike training and practice, it is expected that participants will bring their own bicycles and helmets.

The Contractor will coordinate with the COTR on the scheduling of these classes. Some of these events may be hosted by employers, for which the COTR will coordinate in conjunction with GoDCGo.

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

C.5.8 Provide Three (3) Learn to Ride Classes for Adults who Don't Know How to Ride a Bicycle

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

C.5.9 Provide and Maintain a Bicycle Safety Education Program Website

The Contractor will provide and maintain a website for both the classroom and adult bicycle safety education programs. The website will include online class registration, class calendars and locations, curriculum, commuter mentoring, and information on the Neighborhood Pace Car Program, local bicycling-related events such as Bike to Work Day, and organized bike rides. The COTR must approve all website content prior to posting.

C.5.10 Implement a Bicycle Ambassadors Program

The Contractor will provide a full-time employee to serve as the DC Bicycle Ambassador. The Contractor will also recruit volunteer Bicycle Ambassadors to improve the visibility of the Bicycle Ambassador program. The Bicycle Ambassadors (both paid and volunteer) will spend a significant amount of time on DC's trails, the Mall, and city streets promoting bicycling as a fun, healthy, and practical transportation alternative for DC's residents and visitors. The Bicycle Ambassadors will provide bicyclists with messages about safe bicycling behavior and will provide drivers with messages about how to drive safely around bicycles. The Bicycle Ambassador will also attend local events to draw attention to safe bicycling.

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

- Educating bicyclists on how to use new bicycle facilities
- Outreach to existing bicyclists asking them to bike Kindly or to be a PAL (Predictable, Alert, Lawful—Arlington, VA has PAL safety material templates they would be willing to share at no cost)
- Specific events aimed at groups that are typically under-represented among DC bicyclists, such as events focused on women or minority communities. In order to draw people who may not consider themselves bicyclists, these events may have other themes or partners that broaden the event beyond just bicycling. For example, Arlington, VA had success with a women only bicycling and yoga event. Another event idea would be to partner with Black Women Bike for a safety happy hour.
- Bicycling around the streets of all eight of DC's Wards with a bicycle trailer displaying safety messages aimed at bicyclists and drivers. The bicycle trailer could display safety messages aimed at both bicyclists and drivers and have messages in English and Spanish.
- Teaching classes on how to plan bicycle routes.
- Organizing Two-Wheel Tuesday meet-ups to socialize and discuss issues facing bicyclists
- Outreach to large groups of drivers (police, taxi drivers, Uber or Lyft drivers, etc.) on how to drive safely around bicycles
- Outreach to bicyclists and non-bicyclists at neighborhood festivals, church events and other events that draw large crowds
- Dissemination of bicycle safety information and DC bike maps
- In high-crime areas, educating bicyclists of how to deal with personal safety issues that can arise when bicycling

The full-time Bicycle Ambassador will make efforts to recruit high school students, college students, or other youth as volunteer Bicycle Ambassadors (it may be possible to recruit youth who are required to complete community service hours). Any training for volunteer Bicycle

Ambassadors are required to include safety information to ensure that volunteer Bicycle Ambassadors are bicycling safely and following all relevant DC traffic laws.

As part of the Bicycle Ambassador Program, the Contractor will implement a “Got Lights Campaign” in which bicyclists observed riding after dark without lights, or likely to ride after dark without lights (such as workers in restaurant kitchens), are provided with free bike lights. The COTR will provide the lights to the Contractor and the Contractor will distribute them and will offer to install the free lights. It is expected that the Contractor will give away up to one thousand (1,000) lights as part of this campaign. Outreach for these events will target diverse populations. The Contractor will provide and distribute literature that is printed in English and Spanish.

C.5.11 Provide Printed Materials

The Contractor shall provide printed materials as described below. Costs associated with any printed materials required as part of any other line item shall be included within that item. The Cost proposal for this line item shall only include the printed materials listed below.

C.5.11.1 “Safe Bicycling in the Washington Area” Guide – English reprint

The Contractor shall reprint 4,000 copies of the “Safe Bicycling in the Washington Region” guide. It may be necessary to purchase a license agreement from Wordspace Press. The guide covers effective cycling techniques, information on proper bike locking, how to dress for inclement weather, etc.

C.5.11.2 English Reprint of “Pocket Guide to DC Bike Laws”

The Contractor shall reprint 4,000 copies of the “Pocket Guide to DC Bike Laws.” It may be necessary to purchase a license agreement.

C.5.11.3 Anti Bike Theft campaign- “How to Lock” spoke card

The Contractor shall design, print, and distribute descriptive spoke cards to illustrate the steps to effectively locking a bicycle to prevent its theft.

C.5.11.4 Adult Education Brochure-- Reprint

The Contractor shall reprint 1,000 copies of the Adult Education Brochure. It may be necessary to purchase a license agreement.

SECTION D: PACKAGING AND MARKING

NA

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies AND clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES

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

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
	Monthly Report	12	In writing	Whenever invoices are submitted
	Annual Report	1	In writing	Within one month of contract completion

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Office of the Controller/Agency CFO
 Customer Care Division
 2000 14th Street, N.W.
 6th Floor
 202 671-2300**

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
 - G.2.2.1** Contractor’s name, Federal tax ID number and invoice date (date invoices as of the date of mailing or transmittal);
 - G.2.2.2** Contract number and invoice number;
 - G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
 - G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
 - G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 PAYMENT

Payment for services provided under Section B.3 shall be firm-fixed price amounts for CIIN's 0001-0011. The firm fixed price shall include the costs of labor, the equipment required to support this contract. The contractor shall receive payment based on the line items listed in Section B of this contract.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.2 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.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.6.3 Subcontract requirements

G.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:

Carl Brown, Contracting Officer
District Department of Transportation, OCP
55 M Street, SE, 7th Floor
Washington, D.C. 20003
(202) 671-2278
carl.brown@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR 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.9.2 Keep 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.9.3 Coordinating site entry for Contractor personnel, if applicable;

- G.9.4** 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.9.5** Review and approve invoices for deliverables to ensure receipt of goods and services.
- G.9.6** Maintaining a file that includes all contract correspondence, modifications, records of inspection (site, data, equipment) and invoice or vouchers.
- G.9.8** The address and telephone number of the COTR is:

Jennifer Hefferan
Safe Routes to School Coordinator
55 M Street, SE, 5th Floor
Washington, DC 20003
202-671-2227
jennifer.hefferan@dc.gov

- G.10** The COTR 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.10.1** 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 Department of Transportation to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No.15, Date of Revision 12/22/2014 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. 351 et seq. (**Attachment J.2**)

The Contractor shall be bound by the wage rates for the term of the contract.

If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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.2 PUBLICITY

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

H.3 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.4 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.5 WAY TO WORK AMENDMENT ACT OF 2006

H.5.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) “Living Wage Act of 2006”, for contract services in the amount of \$100,000 or more in a twelve (12)-month period.

H. 5.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov

- H.5.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.5.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.5.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.5.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.5.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.5.8 The requirements of the Living Wage Act of 2006 do not apply to:
 - H.5.9 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.5.10 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.5.11 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.5.12 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.5.13 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - H.5.14 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - H.5.15 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- H.5.16 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.5.17 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.5.18 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.5.19 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 CONTRACTS THAT CROSS FISCAL YEARS

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

I.2 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 Federal laws governing the confidentiality of records.

I.3 TIME

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

I.4 RIGHTS IN DATA

I.4.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.4.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research,

experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.4.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.4.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.4.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.4.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.4.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.4.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.4.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.4.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.4.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.4.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.4.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.4.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.4.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.4.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.5 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.6 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.7 INSURANCE

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

the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

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

Mr. Carl Brown, Contract Officer
District Department of Transportation
55 M Street, S.E. 7th Floor
Washington, DC 20003
202 671-2278
carl.brown@dc.gov

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

I.8 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.9 ORDER OF PRECEDENCE

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

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

SECTION J: ATTACHMENTS

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

J.1, J.2, J.3, J.7J.8

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) Available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination 2005-2103, Revision 15 Date of Revision 12/22/2014 http://www.wdol.gov/wdol/scafiles/std/05-2103.txt
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Way to Work Amendment Act of 2007-Living Wage Notice
J.5	Way to Work Amendment Act of 2006 – Living Wage Fact Sheet
J.6	Tax Certification Affidavit
J.7	Bidder/Offeror Certifications Available at www.ocp.dc.gov click on "Solicitation Attachment"
J.8	"Offeror's Authorization to Extend a Contract" Council of Government (COG) Rider Clause Available at www.ocp.dc.gov click on "Solicitation Attachment"
J.9	Subcontractor Approval Request
J.10	Labor Standards Clauses for Service Contracts Exceeding \$2,5000.00 Service Contract Act of 1965, as amended
J.11	Non Collusion Affidavit (Sign)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature_____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____EXCLUDED END PRODUCTS
_____COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

- _____ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.
- _____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.6.

K.8 CERTIFICATION OF ELIGIBILITY

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

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

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

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and two copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCKA-2015-B-0019 Pedestrian and Bicycle Safety Education

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

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than **February 25, 2014 by 2:00 pm COB**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions prior to the pre bid or on pre bid date. The District will furnish written responses promptly to all prospective offeror (s) on or before **February 17, 2015**.

The pre bid date is **February 11, 2015 at 10:00 am at 55 M Street, S.E. 4th Floor, Conference Room 404**. The District will not consider any questions received after **February 11, 2015** less than **19** 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.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Carl Brown, DDOT, 55 M Street, S.E. , 7th Floor 202 671-2278, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The

aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

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

Carl Brown, Contracting Officer
District Department of Transportation, OCP
55 M Street, SE, 7th Floor
Washington, D.C. 20003
(202) 671-2278
carl.brown@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.17.2 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

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:

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

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

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 (100 Points Maximum)

Description: These factors consider the Offeror’s past performance, experience and key personnel used 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.

Technical Evaluation Factors	Points
League Certified Instructor Experience	25
Project Approach	25
Past Performance and Experience	20
Commitment to Reaching a Diversity of Populations	15
Price	15
Total	100

M.3.1.1 League Certified Instructor Experience (Maximum 25 points)

This evaluation factor considers the specific experience related to the League of American Bicyclists’ “League Certified Instructor” (LCI) certification. This factor will be evaluated based on the number of key project staff members who have current LCI certification.

M.3.1.2 Project Approach (Maximum 25 points)

The District will use the following criteria to evaluate the viability of the Offeror’s project approach:

- M.3.1.2.1** The extent to which the Offeror appears aware of the scope of the project and prepared to meet the needs of DC school children and DC bicyclists of any age;
- M.3.1.2.2** The extent to which the Offeror’s proposal reflects a commitment to compliance with contract requirements;
- M.3.1.2.3** The extent to which the Offeror presents a work plan for meeting all of the performance standards set forth in Section C, including materials and equipment, as well as work methods, functional efficiency, and flexibility.

M.3.1.3 Past Performance and Experience (Maximum 20 points)

M.3.1.3.1 Evaluation of past performance and experience allows the District to assess the Offeror’s ability to perform and relevance of the work performed.

M.3.1.3.2 This 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, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror’s performance shall be considered.

M.3.1.3.3 The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical or similar work within the last five years. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.

M.3.1.4 Commitment to Diversity (Maximum 15 points)

This evaluation factor considers how well the Offeror shows a commitment to offer the services under Section C to a diversity of populations within all eight Wards of the District of Columbia, inclusive of gender. Offerors showing that they will make special effort to reach underserved populations (including diversity of socioeconomic status, gender, race, language, etc.) will be rated more highly.

M.3.2 PRICE CRITERION (15 Points Maximum)

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

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

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.