

REQUEST FOR TASK ORDER PROPOSAL (RFTOP) (THIS IS NOT AN ORDER) OFFEROR TO COMPLETE BLOCKS 8 & 29		1. THIS ACQUISITION IS <input type="checkbox"/> SET ASIDE SBE (_____ SBE Category) <input type="checkbox"/> SET ASIDE DCSS (_____ Schedule) <input type="checkbox"/> GSA SCHEDULE (_____ Schedule)		PAGE OF PAGES (incl. Cover) 1 56	
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2. SOLICITATION NO. DCKA-2008-Q-0151	3. DATE ISSUED September 3, 2008	4. REQUISITION NO.	5. CONTRACT NUMBER	6. OFFER DUE DATE September 24, 2008
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7A. ISSUED BY Office Of Contracting and Procurement 441 4 th Street, NW., 700 South Washington, DC 20001	7B. SOLICITATION INFORMATION NAME: Ebony Elder PHONE: 202-671-2278 FAX: 202-671-0664 E-MAIL: EBONY.ELDER@DC.GOV
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8A ADMINISTERED BY Carole Lewis Transportation Safety Officer Transportation Policy & Planning Administration District Department of Transportation	8B DELIVER TO:
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9. DELIVER BY (Date) 9(a). <input type="checkbox"/> FOB DESTINATION 9(b). <input type="checkbox"/> OTHER (See Schedule)	10. PAYMENT WILL BE MADE BY
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11. OFFEROR 11(a) DUNS NO. _____ 11(b) FEDERAL TAX ID NO. _____	11(c) Certification (Check Appropriate Boxes) <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Long Time <input type="checkbox"/> Enterprise Zone Certification No. _____
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IMPORTANT: If you are unable to provide a response, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by offeror. Any representations and/or certifications attached to this Request for Task order Proposal must be completed by the offeror.

12. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Reference: Section B.5.2 of the Solicitation document.				

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. NAME AND ADDRESS OF OFFEROR (Street, city, county, State and ZIP Code)	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER	16. DATE OF OFFER
	17. NAME AND TITLE OF SIGNER (Type or print)	18. TELEPHONE NO. (Include area code)

Solicitation Number: DCKA-2008-Q-0151

MARKETING MEDIA CAMPAIGNS

Prepared By
District Department of Transportation
Transportation Policy & Planning Administration

September 3, 2008

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 SUMMARY OF SUPPLIES OR SERVICE

The Government of the District of Columbia (District Office of Contracting and Procurement, on behalf of the District Department of Transportation (DDOT) is seeking the services of a marketing and communications company to assist the DDOT in carrying out its missions in such areas as informing and educating the public and cultivating an understanding of and compliance with District of Columbia vehicular laws. The firm shall also assist the DDOT in its role as the lead agency of the “Click It or Ticket” campaign, the “Smooth Operator” campaign, and the “Checkpoint Strikeforce” campaign. These campaigns are multi-jurisdictional efforts by Maryland, Virginia and the District and the Federal Motor Carrier Administration to increase seat belt usage and to curb aggressive and impaired driving.

B.2 CONTRACTING PROCEDURE

The District intends to award a task order issued against an existing Federal or District of Columbia Supply Schedule contract for a base period of one year with four (4) one (1) year options to extend the term of the task order.

B.3 CONTRACTING REQUIREMENTS

The District will purchase its requirements of the articles or services included herein from the Contractor.

B.3.1 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.1. The District may issue sub-task orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this task order, and if the Contractor shall not accept a sub-task order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

B.3.2 There is no limit on the number of sub-task orders that may be issued.

B.3.3 The task order and any sub-task orders issued during the effective period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the task order and subtask order. The task and sub-task orders shall govern the Contractor's and District's rights and obligations with respect to that task and sub-task order to the same extent as if the task and sub-task order were completed during the task order's effective period.

B.4 METHOD OF COMPENSATION

B.4.1 The District intends to award a task order with payments based on fully loaded firm fixed price labor rates with a cost reimbursement component to compensate the contractor for other direct costs plus a general and administrative fee.

B.5 PRICE SCHEDULE

B.5.1 The offeror shall submit a list of the proposed labor categories and corresponding fully loaded firm fixed labor rates it proposes to use on the project. In addition, the offeror shall propose its fully loaded firm fixed average labor rate. The offeror may add CLINs to the schedule if necessary to bid all labor categories.

B.5.2 PRICE SCHEDULE – BASE PERIOD

CLINs (Contract Line Item)	LABOR CATEGORY/TASK	DESCRIPTION	LABOR RATE
001			
002			
003			
004			
005			
006			
007			
008			

009			
010			
011			
Weighted Average Hourly Rate	All Labor Categories/Task		

B.5.3 Other Direct Costs CIOT (subsection C.3.1 only)

_____:

B.5.4 Option Year Price

Upon receipt of receiving notice from the District of its intent to extend the term of the contract, the contractor shall submit its current federal or District schedule contract labor rates. In the event the contractor does not have a federal or District schedule contract, the contractor’s labor rates shall be increased as follows:

5.5.4.1 For each option year of the contract, concurrent to the exercise of the option, the fully loaded firm fixed labor hour rates will be adjusted by the annual percentage change in the Employment Cost Index for private industry workers, Professional and Business Services, total compensation (not seasonally adjusted) series CIU201540A000000A. That is, the increase to go into effect on the day the option year is exercised will be the annual percent change in the ECI from the contract award date to the effective date of the option year. For example:

5.5.4.2 **The price to be escalated** is: fully loaded firm fixed labor rates

5.5.4.3 **The index to be used** is: annual percentage change in the Employment Cost Index for private industry workers, Professional and Business Services, total compensation (not seasonally adjusted), series CIU201540A000000A.

5.5.4.4 **The frequency of adjustment** is: annually

5.5.4.5 Example calculation is: Assume that the fully loaded firm fixed labor rate for three labor categories are as follows:

Project Manager \$185.00
 Graphics Designer 110.00
 Technical Writer... 60.00

The annual percentage change in the ECI from the contract award date (After the initial contract award date, the effective date of the option year becomes the contract award date.) to the effective date of the option year is 3.1%. The adjusted labor rates are:

Project Manager \$185.00 * 3.1% = \$5.735
 Graphics Designer 110.00 * 3.1% = \$3.41
 Technical Writer... 60.00 * 3.1% = \$1.86

Project Manager \$185.00 + \$5.735 = \$190.74
 Graphics Designer. 110.00 + \$3.41 = \$113.41
 Technical Writer... 60.00 + \$1.86 = \$61.86

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The DDOT requires the professional services and expertise of a company to conduct a minimum of four (4) multi-media advertising and educational campaigns throughout the year and additional support services as required to promote increased rates of vehicle safety belt use and child passenger safety measures, to stop aggressive driving and to address alcohol related impaired and underage driving.

Each campaign must be consistent with the U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) programs for promoting safe driving as well as passenger safety. The DDOT collaborates with the Metropolitan Police Department in each of these campaigns, as enforcement of the District's laws is important to the overall success of these campaigns and their outcome. The NHTSA will review all media, creative scripts, and ads for each of the campaigns and must give explicit approval prior to implementation. The COTR will work with the contractor to coordinate the review and approval of all materials with NHTSA.

C.1.1 DEFINITIONS

None

C.2 BACKGROUND

C.2.1 The Click It or Ticket (CIOT) campaign is an annual campaign that began in the District in 2001. Today it is the most successful seat belt enforcement campaign ever used, helping create a seat belt usage rate of 87%. The message is simple – ***“Click It or Ticket.”*** The District has one of the most comprehensive seat belt laws in the country. The primary audience continues to be men ages 16 to 44, which research shows are less likely to wear seat belts. The timeline for this campaign is normally in early spring, April through May.

C.2.2 In the past, child passenger safety has not had a dedicated campaign, but NHTSA has designated a week in September to Child Passenger Safety. The District has a Child Restraint Law as well as a Booster Seat Law. These laws have contributed to a high usage rate of child safety seats. In addition, DDOT has thirteen locations located throughout the city where parents can go to purchase a car seat at reduced rates. It also has six locations where parents can go to have their car seat installed by a trained certified technician.

C.2.3 Aggressive driving has become a serious problem on the nation's roadways. In 1997 the Smooth Operator program was developed as a cooperative effort between law enforcement agencies in Maryland, Virginia, and the District to reduce motor vehicle crashes resulting from aggressive driving. A public awareness and education

component was added to the program in 2000. Since then the DDOT has participated in this campaign by contributing funds either to the Maryland State Highway Administration or the Commonwealth of Virginia, to fund the “*Smooth Operator*” Campaign. This contribution helps to fund media and the development of posters and brochures in an effort to raise public awareness that aggressive driving simply is not acceptable. Today there are approximately 100 law enforcement agencies, including the DC Metropolitan Police Department, that participate in four separate week-long enforcement waves in an effort to understand and combat aggressive driving. This campaign is typically conducted during the summer from June through September of each year.

C.2.4 The Checkpoint Strike-Force is the Impaired Driving Mobilization Campaign conducted by the District, Maryland, Virginia, Delaware, Pennsylvania, and West Virginia. It is a highly focused zero tolerance effort to bust drunk drivers. The first Checkpoint Strike-Force Campaign started in 2003. The campaign begins on the 4th of July weekend and runs through the first week of January. Law enforcement officials conduct Driving Under the Influence/Driving While Intoxicated checkpoints on designated roadways throughout the District and the mid-Atlantic region.

C.3 REQUIREMENTS

C.3.1 CIOT Campaign (CLINS 001 through 0011 and section B.5.3)

The contractor shall provide the following services:

- C.3.1.1 Creative/concept development;
- C.3.1.2 develop a media plan that includes all costs, target demographic information and creative spots for radio (Spots must run for two weeks and be in English and Spanish.) coverage. must include Hispanic Radio Stations;
- C.3.1.3 at a minimum, use seven to ten radio stations per week;
- C.3.1.4 provide 25 Radio Spots per station per week;
- C.3.1.5 provide a minimum of 150 Total Rating Points (TRP)s per week
- C.3.1.6 prepare educational materials to include creative design, graphics, printing and print productions;
- C.3.1.7 hold a Kick-off Press Event for the media campaign, to include preparation work such as the writing of media advisories, press releases, talking points for speakers and the development of a press kit to be handed out to the media. (The contractor shall also develop an agenda and strategize and secure speakers for the event, contact the media to make sure that all regional and local media attend the event or promote the event through print and broadcast stories. The contractor shall coordinate all logistics for the event with the COTR and the DC Metropolitan Police Department. The contractor shall prepare a final media summary of all print, radio, TV and website Internet hits relating to the event;
- C.3.1.8 conduct a pre- and post-survey to determine public awareness of the District’s campaign; and
- C.3.1.9 prepare a written report that DDOT can submit to the NHTSA that describes the

District's media campaign and details the results of the evaluation that was conducted. The COTR will provide the contractor with information regarding the report's format and content.

C.3.2 Smooth Operator, Child Passenger Safety and Checkpoint Strike-Force Campaigns (CLINS 001 through 0011)

The contractor shall act as the Project Manager and be responsible for representing the District's interest in defining and planning the Smooth Operator, Child Passenger Safety and Checkpoint Strike – Force Campaigns. The contractor shall primarily be responsible for project definition and developing the campaign work plans on the District's behalf. Other participants to these regional campaigns are the Commonwealth of Virginia, the State of Maryland, and other funding partners. After each campaign starts, the contractor shall manage and control the work by:

- C.3.2.1 identifying, tracking, managing and resolving project issues;
- C.3.2.2 proactively disseminating project information to all stakeholders;
- C.3.2.3 identifying, managing and mitigating project risk'
- C.3.2.4 ensuring that the solution is of acceptable quality'
- C.3.2.5 proactively managing scope to ensure that only what was agreed to is delivered, unless changes are approved through scope management;
- C.3.2.6 defining and collecting metrics to give a sense for how the project is progressing and whether the deliverables produced are acceptable;
- C.3.2.7 managing the overall work plan to ensure work is assigned and completed on time and within budget; and
- C.3.2.8 monitoring the allocation of funds and distributing funds to the jurisdiction that takes the lead in developing and conducting the campaign.

C.3.3. Brochures (CLINS 001 through 0011 and section

The contractor shall prepare, print and duplicate child passenger safety and highway safety office brochures at the request of the COTR. These brochures will be prepared in **six** languages: 1) English, 2) Spanish, 3) Amharic, 4) Chinese, 5) Vietnamese and 6) Korean.

SECTION D: PACKAGING AND MARKING

D.1 GENERAL INSTRUCTIONS

D.1.1 Preservation, packaging, and packing of all shipments or mailing of all work delivered under this contract shall be done in accordance with good commercial practices to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

D.1.2 Any deliverables required by this contract shall be submitted to the COTR identified in Section F of this contract. Due to increased security concerns, deliverables transmitted via regular U.S. Mail experience significant delay in reaching its intended destination and, as part of the screening process, may be damaged. For these reasons, the US Postal Service should not be used to transmit deliverables. Rather, the contractor is encouraged to use electronic mail to the maximum extent possible.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant task order shall be governed by clause number six, Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF TASK ORDER

The term of this task order shall be for a base period of one (1) year from date of award specified on the task order.

F.2 OPTION TO EXTEND THE TERM OF THE TASK ORDER

F.2.1 DDOT may extend the term of this task order for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the task order; provided that DDOT will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the task order expires. The preliminary notice does not commit DDOT 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 task order.

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

F.2.3 The total duration of this task order, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 TASK ORDERS

F.3.1 All work associated with this task order shall be conducted within an approved sub-task order, signed/authorized by the DDOT Project Manager. Individual sub-task order assignments will be developed by DDOT/TOD and administered by the COTR.

F.3.2 Each sub-task will have a written scope, budget, schedule, deliverables and written authorization agreed to by the Contractor and the DDOT. The payment method will be agreed to and documented within the sub-task order. Payment shall be directly related to the progress achieved by the Contractor. The Contractor is fully expected to complete the scope of work within the agreed upon budget and schedule. The Contractor will not be compensated for unauthorized cost overruns or for work performed outside the approved project/sub-task schedule.

F.4 SCHEDULE

Where applicable, the Contractor shall develop a detailed sub-task schedule. Once sub-task activities have been defined, their relationships shall be identified, start and end dates set, and budget controls established. Certain sub-tasks will be ongoing for the life of the project, but milestones will be agreed upon at task initiation. Other sub-tasks will have specific completion dates and deliverables. Each sub-task identified in the schedule will be identified

as part of the task order. The schedule shall include delivery dates for all products as well as scheduled meetings and reviews. The schedule shall include anticipated involvement of DDOT personnel or representatives where DDOT input impacts the schedule, such as document approval.

F.5 DELIVERABLES

F.5.1 In performance of the CIOT Campaign the contractor shall submit the following deliverables to the COTR:

F.5.1.1 Educational Materials – 25,000 brochures translated into six languages, English Spanish, Amharic, Chinese, Korean, and Vietnamese;

F.5.1.2 Posters – 2,000;

F.5.1.3 Presentation-style report that would assess the effectiveness of the campaign in terms of awareness and effective on behavior – one hard copy, one electronic copy;

F.5.1.4 Detailed Report – 100 copies content to include graphics;

F.5.1.5 Public Relations Services:

F.5.1.5.1 Press Event media advisories,

F.5.1.5.2 press releases,

F.5.1.5.3 talking points for speakers

F.5.1.5.4 press kit

F.5.1.5.5 press Event speakers

F.5.1.5.6 media summary of all print, radio, TV, website, Internet, etc. hits relating to the event must be submitted within one week after the event.

F.5.2 DELIVERABLES FOR OTHER BROCHURES

F.5.2.1 brochures for child passenger safety, shall be translated into **six** languages, (English, Spanish, Amharic, Chinese, Vietnamese and Korean); and

F.5.2.2 highway safety office brochures. **Quantities and delivery schedule to be determined by COTR.**

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 ORDERING CLAUSE

G.1.1 Any supplies and services to be furnished under this task order must be ordered by issuance of a sub-task order by the Contracting Officer. Such orders may be issued during the term of this contract.

G.1.2 All sub-task orders are subject to the terms and conditions of this task order and the contract. In the event of a conflict between a sub-task order and this task order or the contract, the contract shall control. If mailed, a sub-task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.2.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Carole A. Lewis
Title: Transportation Safety Officer
Agency: Transportation Policy & Planning Admin.
Address: 2000 14th Street, NW, 7th Floor
Washington, DC 20009
Telephone: 202-671-0492

G.2.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.2.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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.

G.3 METHOD OF COMPENSATION

G.3.1 The method of compensation will be firm-fixed unit price with a cost reimbursement component to compensate the contractor for payments made to other jurisdictions to

cover the cost of the District's participation in regional transportation safety campaigns.

- G.3.2 For services provided to meet the requirements specified in sections C.3.1 through C.3.2.7, the District will compensate the contractor by paying: 1) the total amount owed the contractor for the number of hours worked by labor category multiplied by the corresponding loaded hourly rate; and 2) other direct cost plus G&A.
- G.3.3 For services provided to meet the requirements specified in section C.3.2.8, the District will reimburse the contractor the cost incurred by the contractor for paying the District's share to participate in regional transportation campaigns conducted by other regional jurisdictions plus G&A.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the task order, 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.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.3 DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

A twelve percent (12%) for Year 1 and a 10 percent (10%) for subsequent years Disadvantaged Business Enterprise (DBE) subcontracting goals for firms certified as DBE's in accordance with 49 CFR Part 26 has been set on this federally assisted contract.

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

During the performance of the 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 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 program and activities. See 29 U.S.C. §794 *et seq.*

H.6 AUDITS, RECORDS, AND RECORD RETENTION

H.6.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor, by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.6.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices, which sufficiently and properly reflect all revenues and expenditures of funds, provided by the District under the contract that results from this solicitation.

H.6.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.6.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

H.6.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.6.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.7 QUESTIONS ABOUT THE SOLICITATION

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the questions via email Carol.Lewis@dc.gov by the time specified in the Section A and in the invitation letter. The District will furnish

responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offer, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

H.8 DESIGNATED PERSONNEL

The Contractor shall name a designated representative who shall be the sole point of contact for work completed under the Task Order. The designated representative shall be experienced in the categories of work listed in the Scope of Work. The designated representative shall be approved by the Contracting Officer and shall be the official representative of the Contractor for the purpose of receiving and carrying out the instructions of the Contracting Officer and DDOT Program Manager and otherwise acting for the Contractor in any and all matters arising under the Task Order. The name of the designated representative shall be submitted to the Contracting Officer for her/his approval within seven (7) days after award of the Task Order.

H.9 WAY TO WORK AMENDMENT ACT OF 2006

- H.9.1** Except as described in H._. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.
- H.9.3** 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.9.4** 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. If the living wage is adjusted during the term of the contract, the Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Contractor may be entitled to an equitable adjustment.
- H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J._ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J._ 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.9.6** 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.9.7** 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.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.1.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 6, dated 05/29/2008 issued by the U.S. Department of Labor in accordance with the Service Contract Act incorporated herein as Attachments **J.1.1** of this solicitation. 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 for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 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 Contracting Officer. 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.5 COST-REIMBURSEMENT CONTRACTS

If this task order contains a cost-reimbursement component, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 and subparagraph C.2.4 shall be reimbursable.

I.6 COST AND PRICING DATA

- I.6.1 This paragraph and paragraphs I.6.2 through I.6.5 below shall apply to Contractors or bidders in regards to any change order or contract modification.
- I.6.2 Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of negotiation of the change order or modification.
- I.6.3 If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- I.6.4 Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- I.6.5 The following specific information should be included as cost or pricing data, as applicable:
 - I.6.5.1 Vendor quotations;
 - I.6.5.2 Nonrecurring costs;
 - I.6.5.3 Information on changes in production methods or purchasing volume;
 - I.6.5.4 Data supporting projections of business prospects and objectives and related operations costs;
 - I.6.5.5 Unit cost trends such as those associated with labor efficiency;
 - I.6.5.6 Make or buy decisions;
 - I.6.5.7 Estimated resources to attain business goals; and
 - I.6.5.8 Information on management decisions that could have a significant bearing on costs.

- I.6.6 If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
- I.6.6.1 final payment under the contract;
 - I.6.6.2 final termination settlement; or
 - I.6.6.3 the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

I.7 RIGHTS IN DATA

- I.7.1 “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.7.2 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.7.3 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.7.4 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.7.5 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.7.6 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.7.6.1 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.7.6.2 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.7.6.3 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.7.7 The restricted rights set forth in section I.7.6 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.7.8 In addition to the rights granted in Section I.7.6 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.7.6 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.7.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.7, 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.7.10 For all computer software furnished to the District with the rights specified in Section I.7.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.7.7. For all computer software furnished to the District with the restricted rights specified in Section I.7.6, 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.7.11 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.7.12 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.7.13 Paragraphs I.7.6, I.7.7, I.7.8, I.7.11 and I.7.12 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.8 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS INCORPORATED AS A PART OF THE TASK ORDER

The following attachments and forms, which must be completed, are incorporated as part of the contract resulting from this solicitation:

J.1.1 Wage Determination No. (2005-2103, Revision 6, dated 5/29/08).

J.1.2 Living Wage Act of 2006

J.1.3 Living Wage Act Notice

J.2 *(The following forms located at www.ocp.dc.gov under Information Policies/Forms must be completed and returned with the bid.)*

J.2.1 Cost/Price Disclosure Certification

J.2.2 Cost/Price Data Requirements

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, 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 bidder is a foreign entity, it operates as:

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

K.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder 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 bidder 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 Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder'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 bidder's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above 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 bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.3 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.2.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award *a single* task order 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 Initial Offers

The District may award contracts on the basis of the initial offer 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 three 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 6.5" 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. DCKA2008-Q-0151"

L.3.2 Offerors are directed to the specific proposal evaluation factors 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 services and service delivery. The information requested below for the Technical Proposal shall facilitate evaluation and best value source selection for all proposals. The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the Statement of Work.

L.3.3 Part 1:

L.3.3.1 The Technical Proposal must be organized as follows:

L.3.3.1.1 **Executive Summary:** Provide an overview of Offeror's proposal. Clearly include any assumptions made responding to the RFP and any exceptions made in the offer. The Executive Summary should also identify any uncertainties and briefly explain how the Offeror intends to address those uncertainties.

L.3.3.1.2 **Specialized Experience and Technical Expertise:** The offeror must provide information as described in section M.3.1 to demonstrate that it has the specialized experience and expertise required to accomplish the tasks set forth in Section C of the solicitation.

L.3.3.1.3 **Past Performance on Contracts With the District, Other Governmental Entities and Private Industry for the Same or Similar Services:** As noted in Section M.3.3, past performance is a key evaluation factor. By past performance, the District means the Offeror's record of conforming to specifications and to standards of good workmanship, forecasting and controlling costs; and adherence to contract schedules, including the administrative aspects of performance. The Offeror's reputation for reasonable and cooperative behavior and their commitment to customer satisfaction will be assessed, along with their business like concern for the interest of their customer.

Offerors with previous contract experience must list and summarize their performance in providing marketing media and public relations services for the same or similar type projects. Provide information regarding your last three relevant contracts in terms of size and scope (but not more than five (5) years old). You may submit more than three if necessary to properly cover specialized areas of performance or because of the broad scope of the work. Sending in more than three that are all for the same type of work is unnecessary and discouraged. The Offeror must also submit past performance information on proposed major subcontractors. Provide the following information:

L.3.3.1.4 **Technical Approach:** The offeror shall provide a description of its proposed technical plan as described in section M.3.2, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

L.3.4 **Part 2: Price Proposal:**

The Offeror shall submit the price proposal in a format consistent with the format of section B.5.2 and B.5.3 contained in Section B. In addition, the Offeror shall include a narrative stating the material assumptions utilized in developing its price proposal. The Offeror shall also provide supporting detail on its price submission for section B.5.3 CIOT. Other Direct Costs, which includes a break-down of the Offeror's price by major cost category, including, but not limited to, materials, supplies, equipment, subcontracting, general and administrative expenses and profit. See Attachment J.2.6 Guidelines for Preparing Cost and Pricing Data.

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 **2:00 pm on Wednesday, September 24, 2008**. 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:

- L.3.1.1 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;
- L.3.1.2 The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- L.3.1.3 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 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 an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative 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 no later than *seven (7)* days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than *seven (7)* days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, District Department of Transportation, 2000 14th Street, NW, Washington, DC 20009 at (202) 671-2270, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipient advise the Contracting Officer, District Department of Transportation 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 Contracting Officer, District Department of Transportation 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 option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 Section 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 Section 2-534(a)(1)

L.13 LEGAL STATUS OF OFFEROR

Each offer must provide the following information:

L.13.1 Name, address, telephone number and federal tax identification number of offeror;

L.13.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. 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.13.3 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.

SECTION M: EVALUATION FACTORS

M.1 The task order 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

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.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

M.3.1 Specialized Experience and Technical Expertise: The standard has been met when the offeror:

M.3.1.1 Provides an organizational chart that demonstrates the offeror’s understanding and availability of staff to fulfill the required minimum staffing positions;

M.3.1.2 Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror’s proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required.

Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;

- M.3.1.3 Provides details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;
- M.3.1.4 Describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;
- M.3.1.5 Provides a description and accompanying explanation of the offeror's system to identify and measure service delivery outcomes that demonstrate the offeror's understanding of the technical requirements relevant to the population to be served and the desired objectives; and
- M.3.1.6 Presents evidence in the offeror's proposed position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.
- M.3.2 Technical Approach:** The standard is met when the offeror:
 - M.3.2.1 Presents a written narrative of the offeror's service description providing evidence of the offeror's understanding of the technical components of the requirements. The offeror demonstrates in a clear logical manner an awareness of the scope and complexity of services to be provided;
 - M.3.2.2 Presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be served, treatment objectives, and recognizing and addressing potential issues associated with performing the service;
 - M.3.2.3 Identifies in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rational for the expected benefits to be derived from the features; and

M.3.2.4 Provides evidence in the offeror’s service description and service delivery of industry standards and best practice models.

M.3.3 Past Performance: The standard is met when the offeror:

M.3.3.1 The offeror provides references for all contracts in which the offeror has performed similar work 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 C.3; and

M.3.3.2 The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District’s Past Performance Evaluation Form.

M. 4 EVALUATION CRITERIA

M.4.1 The District will make award to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the District.

NUMBER	EVALUATION FACTORS	Maximum POINTS
1	Technical Expertise	30
2	Past Performance on Contracts With the District, Other Governmental Entities and Private	25
3	Technical Approach	20
4	Price Factor	20

M.4.2 EVALUATION FACTORS

M.4.2.1 Specialized Experience and Technical Expertise (30 Points)

M.4.2.1.1 This factor considers the technical expertise to be accessed and provided by the offeror to perform the District’s requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror’s staff and staff related activities including the offeror’s organizational structure, the qualifications and expertise of the offeror’s proposed staff, and the offeror’s staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

M.4.2.1.2 Agency must be a professional marketing and communications firm with the demonstrated ability to provide and/or procure media, public relations, research,

account team, and creative services; graphic design services; and collateral literature production and printing services. Agency's marketing/communications experience and capabilities to include familiarity with government/public sector and transportation/traffic safety services and a comprehensive understanding of Dot's needs, goals, objectives and market position.

M.4.2.1.3 This factor also encompasses the offeror's technical capacity to perform the required services as described in C.3, including the offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

M.4.2.2 Past Performance on Contracts With the District, Other Governmental Entities and Private Industry (25 Points)

This factor considers the offeror's past performance in performing the same or similar services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, adherence to budget and overall satisfaction of the offeror's performance.

M.4.2.3 Technical Approach (20)

This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

M.4.2.4 Price Factors (20 Points)

The District will conduct an objective evaluation of the Offeror's price. The Offeror with the lowest weighted average labor rate for the five year period of the contract will receive the maximum price points. All other proposals will receive a proportionately lower total score. The District will use the following formula to determine each Offeror's evaluated price score:

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times 20 = \text{Evaluated price score}$$

Price of proposal being evaluated

M.4.2.5 TOTAL (100 Points)

M.4.2.6 The District will evaluate bids 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.

Attachment J.1.1

Attachment J.1.2

Attachment J.1.3