

SOLICITATION, OFFER, AND AWARD			1. Caption Streets for People Downtown Economic Recovery Public Realm Planning		Page of Pages <div style="display: flex; justify-content: space-between;"> 1 63 </div>				
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
				<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		June 30, 2022		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
		DCBD-2022-R-0002							
7. Issued By: D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement and Grants 1015 Half Street, S.E., Suite 675 Washington, DC 20003					8. Address Offer to: D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement and Grants 1015 Half Street, S.E., Suite 675 Washington, DC 20003				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the									
bid counter located at <u>See Section L.2 - For Electronic Submission Requirements</u> until <u>2:00PM</u> local time <u>August 1, 2022</u>									
(Hour) (Date)									
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.									
10. For Information Contact		A. Name		B. Telephone			C. E-mail Address		
		Lindel Reid, Senior Contract Specialist		(Area Code) 202 (Number) 724-7330 (Ext)			lindel.reid@dc.gov		
11. Table of Contents									
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12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</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. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number		Date	
15A. Name and Address of Offeror						16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address		17. Signature			18. Offer Date		
(Area Code)	(Number)	(Ext)	<input type="checkbox"/> is different from above - Refer to Section G						
AWARD (TO BE COMPLETED BY GOVERNMENT)									
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation				
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date		
Jacque McDonald, DBA, MBA, MST, NIGP-CPP, CPPO, CPPB									
Government of the District of Columbia							Office of the Deputy Mayor for Planning and Economic Development		

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

B.1 The District of Columbia Government (the “District”), Office of the Deputy Mayor for Planning and Economic Development (“DMPED”) on behalf of the Office of Planning (OP) is seeking offers from highly qualified Contractors to perform work in the areas of urban design, public space management, land use economics, equitable urban planning, architectural design, economic development strategy, transportation planning and public engagement relative to the Streets for People Downtown Economic Recovery Public Realm Planning.

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

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

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

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Task 1 - Project Management (C.5.1)	\$ _____
0002	Task 2 - Existing Conditions Analysis + Vision (C.5.2)	\$ _____
0003	Task 3 – Public Realm Framework Plan (C.5.3)	\$ _____
0004	Task 4 – Transformative Projects (C.5.4)	\$ _____
0005	Task 5 – Public Workshops at Public Space Activation Events (C.5.5)	\$ _____
0006	Task 6 – Final Downtown Economic Recovery Public Realm Plan (C.5.6)	\$ _____
0007	Task 7 - Demonstration Projects (C.5.7)	\$ _____
0008	Task 8 – Equitable Communications and Community Engagement Strategy (C.5.8)	\$ _____
Grand Total for B.3.1		\$ _____

- B.4** An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.
- B.5** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with sections B.7 and H.9.

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The District of Columbia Government (the “District”), Office of the Deputy Mayor for Planning and Economic Development (“DMPED”) on behalf of the Office of Planning (OP) has a requirement for a highly qualified Contractor to perform work in the areas of urban design, public space management, land use economics, equitable urban planning, architectural design, economic development strategy, transportation planning and public engagement. The Contractor will help OP create a vision and framework plan for the downtown’s major public spaces and adjacent streets, alleyways, and sidewalks that transforms valuable outdoor space into a vibrant, safe and active public realm for people to facilitate an innovative and robust community engagement process, and to develop an actionable project delivery framework that supports the ongoing economic recovery of Downtown Washington. Through close coordination with ongoing Business Improvement District plans and efforts, these goals will be accomplished through short-term public space activations as well as medium and long-term urban design infrastructure improvements, including recommendations for which streets should be closed or repurposed, as part of the Streets for People Downtown Economic Recovery Public Realm Planning.

C.1.2 Emerging challenges are facing Downtown DC. Competition from neighboring mixed-use retail/housing/office districts, disruptions associated with the COVID-19 public health emergency, changing retail dynamics, and shifting work/life patterns are impacting downtown’s status as the financial, commercial, and historic center of the District and region. Safety protocols and precautions related to the COVID-19 public health emergency and increased teleworking have kept large numbers of residents and visitors away from major commercial corridors in the District. The lack of foot traffic in these areas has severely disrupted retail, hospitality, and arts and entertainment venues on these streets. Many businesses were forced to close or significantly reduce operations. Many of the District’s streets are designed to maintain active indoor space for commerce, dining, work, recreation and entertainment activities, largely ignoring outdoor public space for activities outside of loading/unloading of goods. As a result, valuable public space such as sidewalks, alleys, curbside space and parking and travel lanes remain largely inactive for use by residents and visitors. District streets must be reimaged, prioritizing pedestrians, with new public space infrastructure to allow for the flexible public realm needed to support safe gathering for residents, workers and visitors to engage in dining, commerce, entertainment and recreation and other amenities and activities.

Notwithstanding these conditions, public space in the downtown area is one of the District’s greatest assets. Adequate planning and a vision that calls for the greater pedestrianization and rethinking of our street space, and the creation of new opportunities to bring amenities into the downtown, will ensure that downtown DC continues to be a world-class destination that is safe, attractive, innovative, inclusive, and accessible for all.

Washington, DC’s downtown and neighboring locations are comprised of distinct areas and includes several Business Improvement Districts (BIDs) and one Community Improvement District (CID). Several of these entities have already developed public realm strategies or are in the process of doing so and recommendations in these documents should be considered in the development of a comprehensive vision and strategy.

C.1.3 Plan Objectives - Anchored by Mayor Bowser’s vision and DC’s core values of “HOPE” – Health, Opportunity, Prosperity and Equity – the Downtown Economic Recovery Public Realm Plan aims to provide Downtown DC with creative public realm design solutions and a detailed implementation plan.

C.1.3.1 Establish a unique sense of place in the Downtown DC while enhancing the overall public realm. This Downtown Economic Recovery Public Realm Plan should:

- **Create a Cohesive Vision** - Knit together the myriad projects and initiatives already undertaken since 2020, by the BIDs, District Department of Transportation (DDOT), and the District’s larger economic recovery efforts to create a cohesive vision that aligns the many different projects and stakeholders, including OP, DDOT, the National Park Service (NPS), the National Capital Planning Commission (NCPC), and more.
- **Enhance Connectivity** - Identify the gaps in the public space network and knit them together – the BIDs and the District are doing interesting public realm projects, creating an opportunity and need to better connect their geographic areas. This Plan will help create a safe and desirable pedestrian experience throughout and improve connections in Downtown and to adjacent neighborhoods through the development of a cohesive public space network.
- **Focus on Engagement, Inclusion, and Economic Recovery** - Think holistically about an engagement strategy and implement an engagement plan that includes inclusive participation in downtown.
- **Create a Phasing and Implementation Plan** - Include information on who does what, how projects are funded, and in what timeframe. The implementation plan will lay out a framework and vision with design and investment recommendations on how the government and its partners can build upon, strengthen, and invest in the Downtown’s public realm to support economic recovery and create and enhance culture within the city.
- **Celebrate DC as the Nation’s Capital City** –Identify projects and strategies that support the development of a world-class public realm worthy of the District’s status as a global hub and our nation’s capital.

C.1.4 The **Vision** will be informed by diverse engagement and collaboration with the public and stakeholders that reflects their ideas and aspirations for public space and public life, a robust existing conditions analysis of the current and emerging conditions, and an extensive public life study of the downtown. The vision with its clear goals and public realm principles will provide the overall direction for the Project Delivery Framework and ultimately the Downtown Economic Recovery Public Realm Plan.

Establishing a clear plan creates guideposts for achieving the vision through a coherent framework of principles, goals, and priority projects that are intended to move the vision from paper to implementation. The vision will be developed through community stakeholder engagement to identify how best to support a safer and more vibrant public realm, including appropriate supportive land uses, economics and market conditions, good urban design practices, and innovative mobility tools to foster a strong retail environment.

C.1.4.1 Goals for the Vision include:

- Create a narrative vision and public realm principles informed by the existing conditions analysis, community engagement, research into model strategies and best practices and the identification of opportunities and challenges that includes: a cohesive Downtown identity via streetscape and public realm improvements; aesthetic and functional gateways into the Downtown at key locations; plans and renderings for street lighting, public seating, public art, horticulture, sustainable infrastructure and enhancements for pedestrian, bicycle, and vehicle circulation.

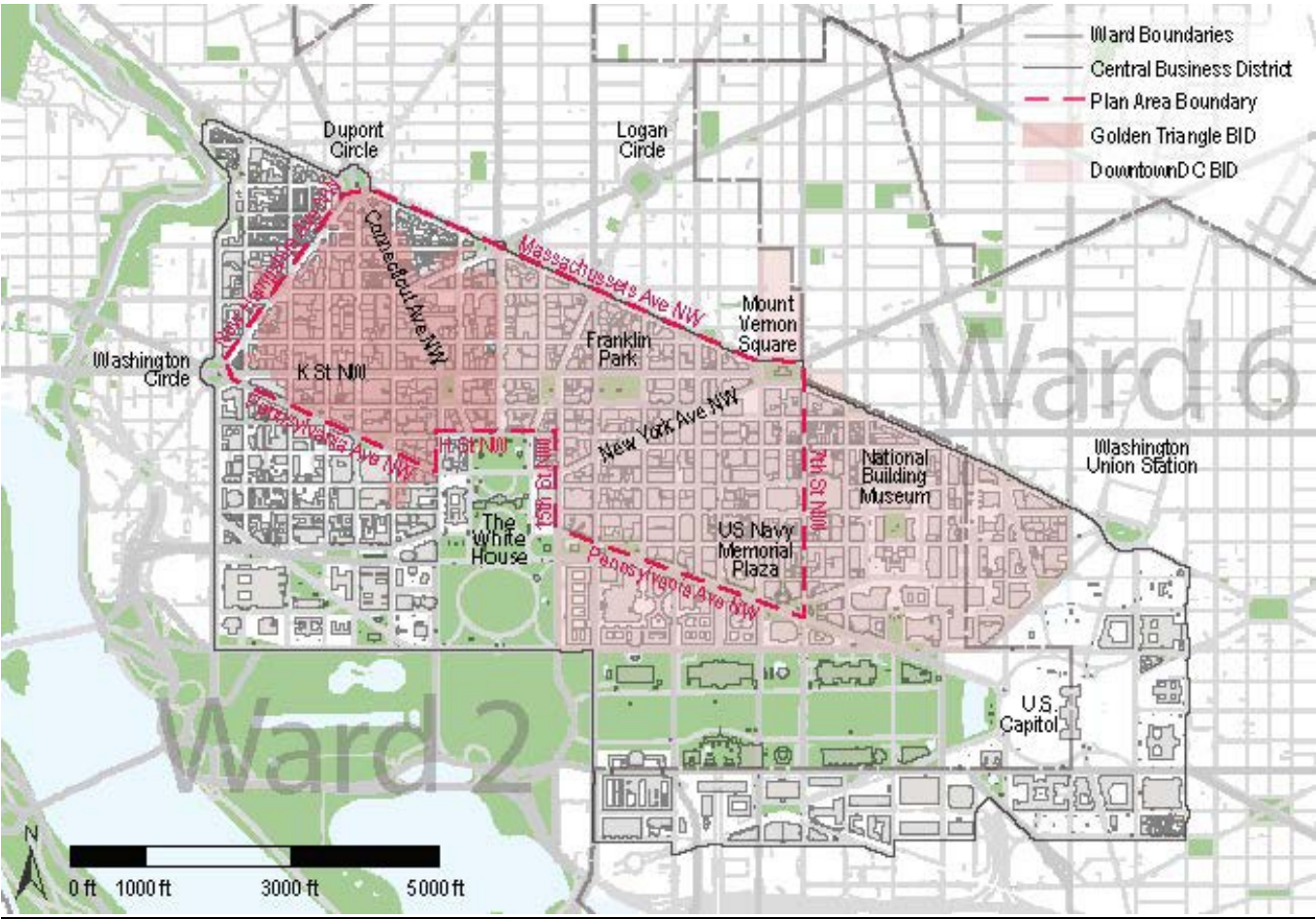
C.1.5 The **Framework Plan** will be developed through inclusive community stakeholder engagement to identify how best to prioritize and implement transformative projects identified through the planning process. The Framework Plan is key to identifying the necessary component(s) or implementation steps to ensure the vision is realized. The vision by itself cannot be realized without committing to transformative change that is currently acting as a barrier/impediment to the success of the downtown, such as mobility, traffic congestion, transportation infrastructure, market forces, land uses, zoning, safety. As part of the Framework Plan, the Contractor will develop a project delivery framework) that outlines a phased implementation strategy, complete with a maintenance plan and budget, additional support, and work that will be undertaken to realize the long-term vision and support OP in identifying potential funding mechanisms.

C.1.5.1 Goals for the Framework Plan include:

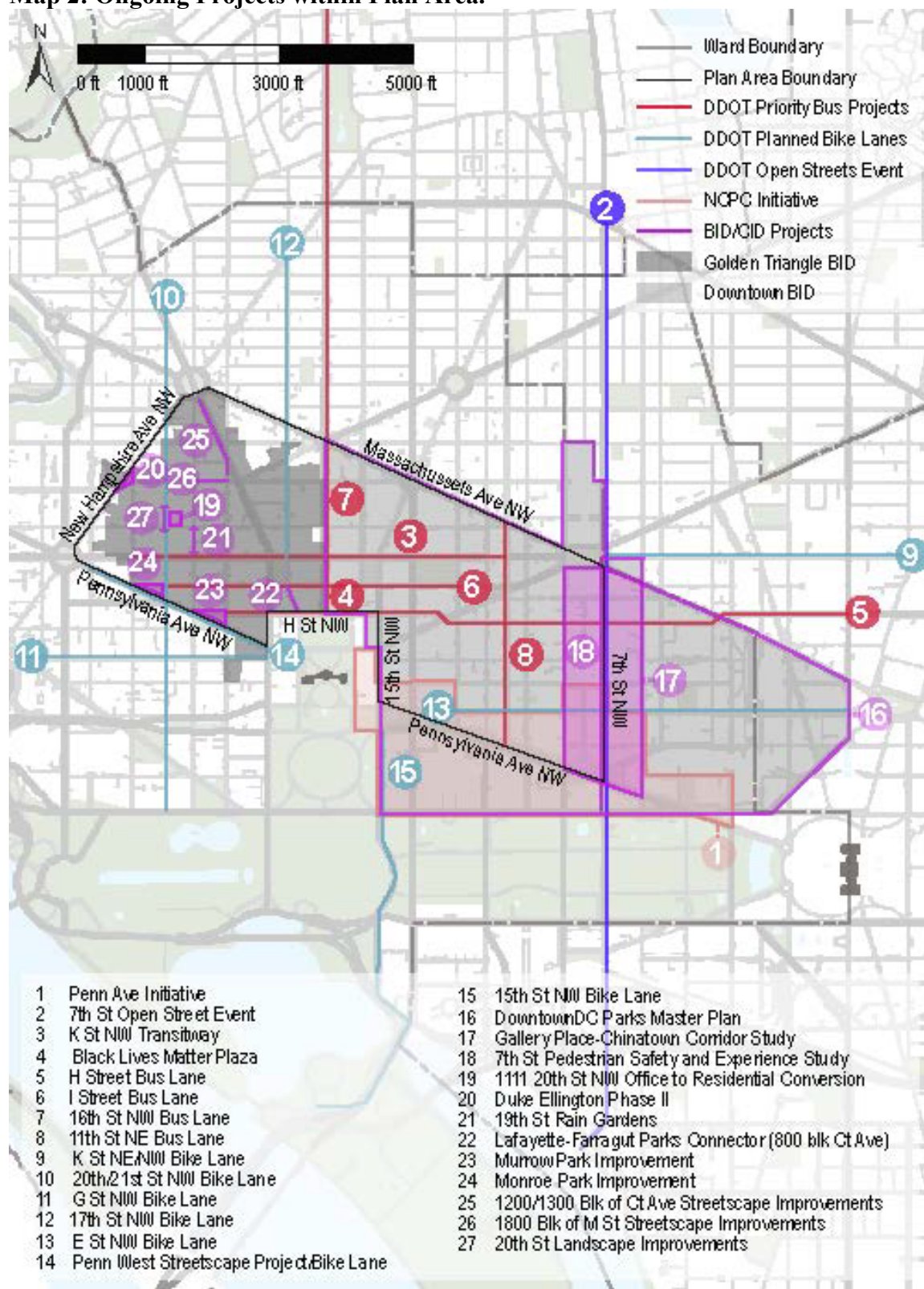
- Identify near and short-term projects that are structured to create opportunities for alignment and coordinated action with OP, DDOT and other District Agency staff and key stakeholders.
- Identify medium to long-term projects (3+ years) in coordination with OP, DDOT and other District Agency staff and key stakeholders. Medium to long-term projects will likely require extensive capital funds, review and approvals from District agencies and private stakeholders, recommended alterations to the existing flow of pedestrians and vehicles along streets/sidewalks, and/or other improvements and sustainable enhancements to the district's infrastructure.
- Identify the key public space amenities and investments necessary to support economic recovery/revitalization of the Downtown's retail, commercial, hospitality, and cultural environment.
- Identify high-level schedule of expected installation and maintenance costs.

C.1.6 Plan Area Maps

Map 1: Plan Area Boundary.



Map 2: Ongoing Projects within Plan Area.



C.2 RELATED EFFORTS AND APPLICABLE DOCUMENTS

Several ongoing plans are related to and will require consideration and integration into the design of the Downtown Economic Recovery Public Realm Plan. They are summarized below:

C.2.1 Downtown DC Business Improvement District

- DowntownDC Parks Master Plan - The purpose of this study is to create a vision for new and enhanced parks and open spaces that meet the needs of the DowntownDC community. A nine-month process, this study has a strong emphasis on community engagement, inclusive of a widely distributed community survey, over 30 individual stakeholder interviews, an engaged steering committee, and three community meetings. Ultimately, in response to this community input, the plan will have recommendations for improvements and adaptations that can be made to existing parks spaces in DowntownDC and highlight opportunities for new open spaces in DowntownDC.
<https://downtowndcparksmasterplan.com/>
- Gallery Place-Chinatown Corridor Study - A stakeholder-led, needs-based study of the 7th Street NW Corridor's market, public realm, and mobility conditions; and an exploration of potential future actions to create a vibrant economic, cultural, and entertainment center for DowntownDC, the District, and the region. This effort is on a similar timeline to the DowntownDC Parks Master Plan and should wrap up in spring 2022.
<https://www.downtowndc.org/>
- Pedestrian Safety and Experience Study - The goal of this study is to identify changes that can be made that will enhance the pedestrian experience and reduce and prevent pedestrian traffic-related injuries and fatalities in DowntownDC. Key outcomes that the recommended actions of this study should achieve are as follows: 1) lower traffic-related injuries and fatalities, 2) increase pedestrian volumes in downtown, and 3) create a wider variety of welcoming, safe civic spaces for people first. <https://www.downtowndc.org/>

C.2.2 Golden Triangle Business Improvement District

- Innovation District - Technology is a major growth sector in DC and the Golden Triangle has become a magnet for startups and fast-growing tech companies ready to scale. The Golden Triangle BID is working with the George Washington University (GW), DC government, Washington DC Economic Partnership (WDCEP), and other partners to create an innovation district here in the Golden Triangle. The innovation district in the Golden Triangle will build off the existing presence of three key tech sectors in medtech, govtech, and edtech, while focusing on the broader themes of social innovation and digital engagement. <https://goldentriangledc.com/locate-here/innovation-district/>
- K Street Project - The BID is directly working with DDOT on the ambitious K Street Transitway Project which provides a unique bus transit core along K Street NW from 12th Street NW to 20th Street NW. In collaboration with Downtown DC BID, Golden Triangle BID is providing input on streetscape elements, street design, and the public realm.
<https://ddot.dc.gov/page/k-street-transitway>

- **Pennsylvania Avenue West Streetscape Project** - Led by the District Department of Transportation (DDOT), the Pennsylvania Avenue West streetscape project (Penn Ave West) seeks to improve travel for pedestrian, bicycle and vehicular traffic along this iconic corridor in the western portion of downtown DC (from 17th Street NW to 22nd Street NW). The BID has been an integral part of this project since its inception and has worked closely with DDOT on the vision, planning, and design of this project. Once constructed, the BID will maintain the landscaped medians, program four sculpture pads, provide routine cleaning services, and create programming and events along the corridor.
<https://www.pennavewest.com/>

C.2.3 District Government

- **District's Comprehensive Economic Development Strategy Update** - The District is updating its Comprehensive Economic Development Strategy (CEDS), a plan required for participation in US Economic Development Administration (EDA) funding programs. Work will be ongoing throughout FY22. The updated CEDS will guide the District's economic development efforts over a five-year period, 2023-2027, and replace the 2017 DC Economic Strategy. <https://dceconomicstrategy.com/>

C.2.4 Applicable Documents

In addition to the above, the following documents are applicable to this procurement:

Item No.	Document Type	Title	Date
1	Comprehensive Plan	A Comprehensive Plan for the National Capital: District Elements DC Office of Planning https://lims.dccouncil.us/Legislation/B24-0001	2021
2	Downtown East Re-Urbanization Strategy	Downtown East Re-Urbanization Strategy, Office of Planning https://planning.dc.gov/downtown-east	2019
3	District of Columbia Public Space Activation & Stewardship Guide	District of Columbia Public Space Activation & Stewardship Guide Office of Planning https://planning.dc.gov/page/district-columbia-public-space-activation-stewardship-guide	2018

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Item No.	Document Type	Title	Date
4	Central Business District, Washington, DC: Strategies for Recovery and Economic Resilience	Strategies for Recovery and Economic Resilience https://planning.dc.gov/page/uli-advisory-services-panel-central-business-district	2020
5	A Guide to Public Life Studies in DC	A Guide to Public Life Studies in DC Office of Planning https://planning.dc.gov/publication/guide-public-life-studies-dc	2019
6	Public Realm Design Manual	Public Realm Design Manual (Version 2.1), DC Office of Planning and District Department of Transportation https://planning.dc.gov/publication/public-realm-design-manual	2019
7	K Street Public Life Study	K Street Public Life Study Office of Planning https://planning.dc.gov/sites/default/files/dc/sites/op/page_content/attachments/K%20Street%20Public%20Life%20Study_2.pdf	2018
8	Zoning Regulations and Map	District of Columbia Zoning Regulations of 2016 (and online interactive map), DC Office of Zoning https://dcoz.dc.gov/zrr/zr16 https://maps.dcoz.dc.gov/zr16/	
9	Our City, Our Spaces!	Our City, Our Spaces! Office of Planning https://planning.dc.gov/our-city-our-spaces	2021
10	Streets for People Grant Program	Streets for People Grant Program DC Office of Planning https://planning.dc.gov/streetsforpeople	2022
11	DDOT projects	Open Streets https://openstreets.dc.gov/ Streeteries Program/Guidelines https://ddot.dc.gov/page/streeteries-district https://ddot.dc.gov/sites/default/files/dc/sites/ddot/Temporary%20Streeteries%20Guidelines%2011.22.2021.pdf K Street Transitway https://ddot.dc.gov/page/k-street-transitway	

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Item No.	Document Type	Title	Date
12	NCPC Public Space security Initiative	Public Space Security Initiative National Capital Planning Commission https://www.ncpc.gov/initiatives/publicspace/	2021
13	NCPC Pennsylvania Avenue Initiative	Pennsylvania Avenue Initiative National Capital Planning Commission https://www.ncpc.gov/initiatives/pennave/	2022
14	ULI Advisory Services Panel: Central Business District	ULI Advisory Services Panel Central Business District DC Office of Planning https://planning.dc.gov/page/uli-advisory-services-panel-central-business-district	2020
15	District's Comprehensive Economic Development Strategy Update	District's Comprehensive Economic Development Strategy Update (CEDS) Deputy Mayor for Planning and Economic Development https://dceconomicstrategy.com/	2017

C.3 DEFINITIONS

Comprehensive Plan – The District of Columbia's Comprehensive Plan is a 20-year framework that guides future growth and development. The Comprehensive Plan addresses a wide range of topics that affect how we experience the city. These topics include land use, economic development, housing, environmental protection, historic preservation, transportation, and more.

Streetscape Design Guidelines – The District's streetscape standards, guidelines, and policies guide changes to public space. Physical features that are reviewed for design include sidewalks, landscape, fences, retaining walls, street trees, and other infrastructure like street lights or curb and gutters.

State Historic Preservation Office (SHPO) – The State Historic Preservation Office (SHPO) for the District of Columbia is responsible for administering national historic preservation programs within the District. These programs were established by the National Historic Preservation Act of 1966 and are supported by an annual grant from the National Park Service.

State Data Center – Housed with OP, the State Data Center is an official source of Census Bureau data.

C.4 BACKGROUND

The DC Office of Planning (OP) is responsible for the District's city planning functions, including: maintaining, updating, and monitoring implementation of the Comprehensive Plan, which sets forth a 20-year vision and blueprint that guides land use and programmatic decision-making for development in the District; Small Area Plans (SAPs) and other planning studies that supplement the Comprehensive Plan, providing detailed guidance tailored to address specific needs of neighborhoods and transportation corridors; strategies targeting citywide issues such as retail and the creative economy; zoning as a fundamental land use policy implementation tool; and system plans in partnership with other District agencies.

The role of OP is to be the steward of these plans, ensuring that development within the District is in line with these plans and with District policies and priorities. Additionally, owing to the District's city-state structure, the Office of the State Historic Preservation Officer (SHPO) and the State Data Center are ensconced within OP, and are responsible for all historic preservation regulatory and policy-making functions, and for demographic forecasts and other growth projections, respectively.

C.5 REQUIREMENTS

The Contractor shall produce a series of technical studies and urban design deliverables developed through a series of interactive and engaging community events and workshops as described in C.5.1 thru C.5.9 below.

C.5.1 Task 1 – Project Management

Provide a project work plan, including a clear schedule of deliverables and resource allocation, including Tasks and Deliverables completed by any subcontractors. The Contractor shall attend a kick-off meeting with OP to determine project goals and expectations for all contract tasks followed by regular check-in meetings on a biweekly basis (every two weeks). The Contractor shall provide monthly status reports of completed milestones and progress toward upcoming deliverables.

C.5.2 Task 2 – Existing Conditions Analysis and Visioning

- C.5.2.1** The Contractor shall become familiar with the physical details of the Downtown study area, including the historic patterns of land development, parks and open spaces, other privately-owned public space, architecture of these areas and transportation and circulation network through a transportation and mobility analysis to better understand the quality and connectivity of Metro subway and bus routes, pedestrian circulation and connectivity, the bike network, commercial loading zones, micro-mobility technologies, and existing traffic/vehicle movement patterns.
- C.5.2.2** The Contractor shall research and identify trends and policies related to hybrid work environments in the downtown area and the potential for conversion of office space to residential as well as policies and procedures around security as it relates to pedestrian safety.

- C.5.2.3** The Contractor shall become familiar with the Business Improvements Districts (BIDs) within the plan boundary that will sponsor public space activation events as part of the Streets for People Grant Program, by reviewing public space regulations, permit review processes, and physical and staffing security requirements, and meeting with property owners that control public spaces to understand current conditions.
- C.5.2.3.1** These findings, backed by data from the BIDs developed as part of the assessments for the Streets for People Grant Program, shall inform the vision and goals and the public realm framework plan.
- C.5.2.3.2** To support this effort, the Contractor shall review and provide a feedback memo on existing conditions data and analysis provided by OP, organize stakeholder walks through the Golden Triangle BID and through the Downtown DC BID areas, and conduct a Public Life Study, with the support of OP, that includes these two BID areas.
- C.5.2.4** In addition, the Contractor shall research model strategies and best practices as it relates to good urban design and public space management practices. Informed by the existing conditions analysis and public life study, the Contractor shall document and identify key opportunities and challenges using visual illustrations and diagrams.
- C.5.2.5** As an outcome of the extensive amount of data collected and analyzed through the existing conditions, public life study, community and stakeholder engagement process, model strategies and best practices research, and key opportunities and challenges, the Contractor shall identify a vision for the Plan and define a clear set of public realm principles that shall guide the development of a framework plan that is realistic and implementable.
- C.5.2.6** The Contractor shall conduct an Existing Conditions Analysis, to include:
- C.5.2.6.1** Review background information and research conducted by OP;
- C.5.2.6.2** Review and become familiar with previous and ongoing efforts within the Plan boundary being undertaken by the BIDs, DDOT, NCPC and NPS;
- C.5.2.6.3** Provide feedback on compiled data and suggestions on further research and analysis to support the planning work outlined in Tasks 3-7;
- C.5.2.6.4** Provide graphic analysis to illustrate certain elements of the study areas' existing conditions such as street sections, infographics, and diagrams;
- C.5.2.6.5** Organize up to two stakeholder walks for each of the BID areas; and
- C.5.2.6.6** Organize and convene a Working Group of key district agency stakeholders with the help of OP to include the BIDs, DDOT, NPS, NCPC, DPR, and DMPED.
- C.5.2.7** The Contractor shall conduct a Public Life Study, to include:
- C.5.2.7.1** Lead and conduct an analysis of public space use within the Golden Triangle and Downtown DC BIDs, with the support of OP staff. The analysis shall utilize data provided by OP and the BIDs as part of the ongoing assessments associated with the Streets for People Grant Program public space activation events. The analysis shall assess:
- a. Quality of space in terms of its security/protection, accessibility, comfort, inclusivity, and enjoyment;

- b. Pedestrian and bicycle movements through public space;
- c. Stationary activities of individuals and groups who are staying or lingering in public space;
- d. Surveys that capture perceptions and desires of the people using public space;
- e. Walkability and connectivity within the Downtown and between major public spaces;
- f. Data obtained by the BIDs as part of the Streets for People public space activation events;
- g. Radius that people are willing to travel to downtown and driving forces that incentivize urban design and public space activation; and
- h. Tools to connect District residents throughout the entire District to downtown.

C.5.2.8 For the Vision and Goals, The Contractor shall:

- C.5.2.8.1** Research model strategies and best practices from other US and international cities; how other municipalities review, and process permits; how events in public space can be planned for and operated in a way that provides physical security with equipment that supplements or replaces jersey barriers and bollards and minimizes the need for staffing security presence; and innovative methods for activating public space that shall inform and achieve the public realm plan's goals;
- C.5.2.8.2** Prepare a narrative and visualizations on the Plan area's major opportunities and challenges with respect to current conditions and emerging trends based on the findings from the Existing Conditions Analysis and Public Life Study, and as identified during engagement with OP and the Working Group, OP staff, and other stakeholders; and
- C.5.2.8.3** Prepare a cohesive vision and set of public realm principles for the Plan using a highly visual narrative and supporting graphics that shall guide the direction of the Framework Plan and inform the list of specific Transformative Projects, creating opportunities for alignment and coordinated action with District agencies and other stakeholders.

C.5.3 Task 3 – Public Realm Framework Plan

- C.5.3.1** The Contractor shall produce a draft and final Public Realm Plan that supports a socially active, equitable, retail-supportive streetscape that provides better connectivity throughout the Downtown. The Public Realm Plan shall primarily focus on public rights-of-way and District owned property and include opportunities on some federally-owned public space that exists in the Study Area and supportive improvements that could be made on private properties through redevelopment. Options for a public realm framework plan in this phase shall identify strategies for catalytic opportunities including both temporary and permanent urban design infrastructure improvements, programming, and activation shown in illustrated conceptual plans.
 - C.5.3.1.1** The Framework Plan shall identify the necessary components to ensure the vision is realized.
 - C.5.3.1.2** The Framework Plan shall identify issues that are barriers to the success of the downtown (e.g., market forces, land uses, connectivity, traffic congestion, transportation infrastructure, and zoning).
 - C.5.3.1.3** Analysis from the requirements described in Task 2 shall clearly identify the barriers and the Framework Plan shall set up the approach to implementing strategies and/or projects.

C.5.3.2 For the Framework Plan and project delivery report , the Contractor shall:

- C.5.3.2.1** Develop a draft framework plan and project delivery report that outlines a phased implementation strategy, complete with a maintenance plan and budget, and additional support and work that shall need to be undertaken to realize the long-term vision and support OP in identifying potential funding mechanisms. The plan and report shall be a tool for District agencies to align around how to prioritize downtown streets to repurpose for pedestrian use. The framework shall consider design, safety and security needs, and mode priority.
- C.5.3.2.2** Based on the findings from requirements described in Task 2 the Contractor shall work with OP and the Working Group to develop a final framework plan and project delivery report with illustrations, and a PowerPoint presentation summarizing a framework plan for the project area as a network of connected, active and people-centered spaces in the downtown. The framework shall help coordinate multiple short-, medium-, and long-term improvements, creative placemaking, and public space activation strategies that define the heart of Washington, DC, as a destination and invites people to this area.
- C.5.3.2.3** For short-term immediate impact projects, the Contractor shall provide a list of strategic and action-oriented recommendations that highlight recurring events that attract a wide range of participants and reflect the diverse racial and ethnic backgrounds of residents from all areas of the District.
- C.5.3.2.4** Define a step by step process, phasing, high-level costs, and lead agencies for specific actions associated with implementing recommended projects and strategies throughout the study area that fulfill the goals of the Vision. The Framework Plan shall include short-, medium-, and long-term phasing and differentiate between strategies that DC government agencies can achieve alone and those that DC must achieve with partners.

C.5.4 Task 4 – Transformative Projects

- C.5.4.1** Informed by the requirements described in Tasks 2 and 3 and the development of the Vision and Framework Plan to guide actionable change, the Contractor shall produce and illustrate design concepts for key transformative projects and initiatives that shall be implemented to ensure the success of the long-term vision. These projects shall be informed by previous tasks as well as ongoing work by OP, DDOT, and the BIDs.
- C.5.4.2** For the Transformative Projects, the Contractor shall:
 - C.5.4.2.1** Work with OP and the Working Group to identify key focus areas of three to five long-term transformative projects that shall further the goal to realize the Vision and priorities identified in the Framework Plan.
 - C.5.4.2.2** Develop each transformative project by producing a draft document with narratives, highly visual concept plans, sections, and illustrations. High-level costs/budgets, timeline/phasing and implementing agencies shall be included for these projects in the Framework Plan from Task 3.
 - C.5.4.2.3** Develop and format the Transformative Projects as a written and visually engaging section of the final Public Realm Plan document. The Contractor shall provide a draft to OP for review and incorporate review comments into a final plan.

C.5.5 Task 5 – Public Engagement at Public Space Activation Events

C.5.5.1 As part of the Streets for People Grant Program initiated in January 2022, to fund temporary activation of streets, sidewalks, curb space and parks, on a recurring basis, to catalyze economic recovery and support local businesses, the BIDs are planning and implementing public space activation events to be held throughout the year. As part of this effort, the Contractor, in close coordination with OP, shall develop and implement a public engagement strategy that aligns with and takes advantage of the opportunities that these planned, reoccurring public space activation events will provide regarding data collection, existing conditions assessments, public life study surveys and general community outreach and engagement.

C.5.5.2 For the BIDs' planned public space activation events, the Contractor shall:

- a. Assist OP with agenda formulation, event facilitation and run of show for up to 4 monthly events;
- b. Provide written surveys and other event materials, hand-outs, and boards, and logistical considerations to ensure a successful run of show for up to 4 monthly events;
- c. Provide post-event feedback in a written one-page summary memo that includes strengths, weaknesses, opportunities, threats (SWOT), within one week following the event, including suggestions for improvements for subsequent meetings; and
- d. Assist OP with delivering digital content from the public events (e.g., live posting, streaming video) to be shared via social media (coordinated and approved by OP) for up to 4 monthly events.

C.5.6 Task 6 – Final Downtown Economic Recovery Public Realm Plan Document

C.5.6.1 The Contractor shall produce a draft and a final document combining key deliverables from Tasks 2, 3, 4, 5, and 7 for the Downtown Economic Recovery Public Realm Plan Planning effort. The Plan shall be visually engaging and include an executive summary tying together the various sections. The Plan shall be a single document formatted to be easily consumed online or printed. The Contractor shall develop materials to help communicate the progress, findings, and recommendations of the Downtown Economic Recovery Public Realm Plan to a diverse audience in the form of hand-outs, display boards, and a slide deck to be presented in meetings with the Working Group and relevant public stakeholders.

C.5.6.2 Additionally, the Contractor shall develop a draft and a final interactive online version of the Plan, using ArcGIS StoryMaps, for easier navigation and flexibility for OP to host additional planning efforts in the future.

C.5.7 Task 7 – Demonstration Projects

C.5.7.1 In support of the Framework Plan and Transformative Projects and based on community feedback, the Contractor shall design up to two transformative projects as demonstration projects (one in each BID) that tests potential design moves, as a test-before-you-invest strategy. These projects shall be designed to generate excitement for, participation in, and an understanding of how a public realm improvement/retrofitting of the right-of-way may look and function upon implementation.

C.5.7.2 The Contractor shall develop CAD-based site designs, sections, and elevations for the demonstration projects in C.5.7.1 for review by permitting agency.

C.5.7.3 The Contractor shall develop and implement evaluation tools and a report for the demonstration projects that document behavioral changes and community/stakeholder responses to the demonstration projects. OP will provide some of the labor necessary to administer any survey and collect data.

C.5.8 Task 8 – Downtown Economic Recovery Public Realm Plan Equitable Communications and Engagement

C.5.8.1 The Contractor shall create an innovative and multi-pronged Equitable Communications and Engagement Strategy that supports the success of the Downtown Economic Recovery Public Realm Planning as outlined under Tasks 1-7. While OP will be undertaking targeted communications and outreach to active community organizations, advocacy groups, elected officials, and partner District agencies, the Contractor shall assist with the design of a cohesive public engagement strategy with clear messaging around the goals and objectives of the Downtown Economic Recovery Public Realm Plan. The Contractor shall employ processes designed and managed to be equitable, accessible, transparent, and culturally and linguistically competent. The Contractor's communications and engagement strategy shall also align with and take advantage of the BID's recurring public space activation events, as part of the Streets for People Grant Program.

C.5.8.2 OP and the Contractor will jointly lead the implementation of the Communications and Engagement Strategy. The Contractor shall participate in designing and implementing large and small group multi-stakeholder processes that combine engagement and education. While OP will lead the development of written meeting materials, the Contractor shall provide graphics support for written communications, public meeting facilitation and mediation for up to 10 meetings in addition to monthly Working Group meetings with key district agency stakeholders and the BIDs. The meetings are expected to each be approximately 1.5 - 2 hours in length and are anticipated to be conducted through online (virtual) platforms and in person, subject to COVID-19 health emergency protocols. If meetings are held in-person, the Contractor shall secure meeting spaces, in coordination with OP, while OP will be responsible for paying any venue fees via a separate arrangement. The meetings may cover contentious topics dealing with neighborhood change and include participants and stakeholders that reflect a diversity of race, class, ethnicity, age, and (digital) literacy levels.

C.5.8.3 As part of the equitable communications and engagement task, the Contractor shall:

C.5.8.3.1 Create an Equitable Communications and Engagement Strategy that:

- a. Outlines a comprehensive communications approach that clearly articulates the agency's mission and goals around undertaking Downtown Economic Recovery Public Realm Plan;
- b. Includes a plan for how to build positive working relationships with the community, including underrepresented groups (e.g., low-income, youth, and limited English or non-English speaking residents, persons with disabilities, and older adults);

- c. Includes a plan convening a monthly Working Group meeting that includes the BIDs and key district agency partners (DDOT, NPS, NCPC, DPR, DMPED).
- d. Complements ongoing communications and community interaction (e.g., small group meetings with businesses, property owners, community organizations, and civic associations) that OP and the BIDs are undertaking as part of these and other projects;
- e. Demonstrates innovative approaches that go beyond typical public meeting formats; and
- f. Establishes clear goals and metrics for tracking and evaluating the communications engagement strategy.

C.5.8.3.2 Design, support, and manage up to 10 public meetings and workshops in coordination with OP and partnering District agencies. Each of these meetings shall entail:

- a. Assisting OP with agenda formulation and run of show;
- b. Preparing staff and meeting panelists/presenters via one to two training and orientation sessions;
- c. Providing written tips and talking points for dealing with difficult questions/participants and logistical considerations to ensure a successful run of show;
- d. Facilitating the meetings, including moderation of panel/presenters, mediating issues that arise amongst participants, and keeping the program on schedule and on topic;
- e. Providing post-meeting feedback in a written one-page summary memo for each meeting, that includes strengths, weaknesses, opportunities, threats (SWOT), within one week following the event, including suggestions for improvements for subsequent meetings; and
- f. Assisting OP with delivering digital content from the public meetings (e.g., live posting, streaming video) to be shared via social media (coordinated and approved by OP).

SECTION D: PACKAGING AND MARKING

D.1 Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 DELIVERABLES

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

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.5.1 - TASK 1 PROJECT MANAGEMENT				
1.1	Kick-Off Meeting with OP for Downtown Economic Recovery Public Realm Plan (C.5.1)	One	In-person attendance	Within ten business days after Notice to Proceed (NTP)
1.2	Project Work Plan for Downtown Economic Recovery Public Realm Plan (C.5.1)	One	Adobe Acrobat .pdf format	Within one week after NTP
1.3	Bi-weekly Project Review Meetings for Downtown Economic Recovery Public Realm Plan (C.5.1)	Up to 26	In-person and/or by conference call	Bi-weekly
1.4	Monthly Project Progress Reports for Downtown Economic Recovery Public Realm Plan (C.5.1)	Up to 12	Adobe Acrobat .pdf format	Monthly
C.5.2 - TASK 2 EXISTING CONDITIONS AND STUDY AREA ANALYSIS				
2.1	Feedback memo on existing conditions analysis (C.5.2.3.2)	One	Adobe Acrobat .pdf format	Ten weeks after NTP
2.2	Stakeholder Walks (C.5.2.3.2)	Two/BID	In person walks with accompanying 1-page program in Adobe Acrobat .pdf	Two months after NTP
2.3	Public Life Study for Downtown Economic Recovery Public Realm Plan (C.5.2.3.2 and C.5.2.7)	One	Adobe Acrobat .pdf	Four months after NTP
2.4	Model Strategies + Best Practices Memo (C.5.2.4)	One	Adobe Acrobat .pdf	Four months after NTP
2.5	Opportunities + Challenges Narrative and Visual Analysis (C.5.2.4)	One	Adobe Acrobat .pdf	Four to Five months after NTP
2.6	Vision and Public Realm Principles Narrative and Illustrations (C.5.2.5 and C.5.2.8)	One	Adobe Acrobat .pdf	Five to Six Months after NTP
2.7	Existing conditions analysis street sections, infographics and diagrams (C.5.2.6)	One	Adobe Acrobat .pdf	Three months after NTP
2.8	Working Group Meetings (C.5.2.6.6)	One/Month	In-person and/or by conference call	Monthly

C.5.3 - TASK 3 PUBLIC REALM FRAMEWORK PLAN				
3.1	Draft Framework Plan and Project Delivery Report (C.5.3.2.1)	One	Adobe Acrobat .pdf	Seven To Eight months after NTP
3.2	Final Framework Plan, Project Delivery Report, and summary PowerPoint presentation (C.5.3.2.2)	One	Adobe Acrobat .pdf and PowerPoint .ppt	Nine months after NTP
C.5.4 - TASK 4 TRANSFORMATIVE PROJECTS				
4.1	Identify 3-5 Key Transformative Projects memo (C.5.4.2.1)	One	Adobe Acrobat .pdf	Nine – Ten months after NTP
4.2	Draft Transformative Projects concept plans, sections, illustrations (C.5.4.2.2)	One	Adobe Acrobat .pdf	Nine – Ten months after NTP
4.3	Final Transformative Projects concept plans, sections, illustrations as a section of the final Public Realm Plan document (C.5.4.2.3)	One	Adobe Acrobat .pdf	Ten to Eleven months after NTP
C.5.5 - TASK 5 PUBLIC ENGAGEMENT AT PUBLIC SPACE ACTIVATION EVENTS				
5.1	Event Planning (C.5.5.2.a)	Up to 4	In-person	TBD
5.3	Event Facilitation (C.5.5.2.a)	Up to 4	Adobe Acrobat .pdf	TBD
5.2	Meeting materials, including hand-outs, boards, and presentations (C.5.5.2.b)	Up to 4	Adobe Acrobat .pdf	TBD
5.4	Post Event Debrief memo for each event (C.5.5.2.c)	Up to 4	Adobe Acrobat .pdf	TBD
5.5	Coordination with OP to deliver digital content from the public events (C.5.5.2.d)	Up to 4	Various	TBD
C.5.6 - TASK 6 DOWNTOWN ECONOMIC RECOVERY PUBLIC REALM PLAN				
6.1	Draft document combining deliverables from Tasks 2-6 (C.5.6.1)	One	Adobe Acrobat .pdf	Nine months after NTP
6.2	Final document combining deliverables from Tasks 2-7 (C.5.6.1)	One	Adobe Acrobat .pdf	10 months after NTP
6.3	Draft Downtown Economic Recovery Public Realm Plan document and interactive story map (C.5.6.2)	One	Adobe Acrobat .pdf and ESRI Storymap	11 Months after NTP
6.4	Final Downtown Economic Recovery Public Realm Plan document and interactive story map (C.5.6.2)	One	Adobe Acrobat .pdf and ESRI Storymap	12 Months after NTP
C.5.7 - TASK 7 DEMONSTRATION PROJECTS				
7.1	Two transformative projects as demonstration projects memo/scope (C.5.7.1)	Two	Adobe Acrobat .pdf	TBD
7.2	Develop CAD-based site designs, sections and elevations for review by permitting agency (C.5.7.2)	Two	Adobe Acrobat .pdf	TBD
7.3	Develop and implement evaluation tool(s) and report (C.5.7.3)	Two	Adobe Acrobat .pdf	TBD
C.5.8 - TASK 8 EQUITABLE COMMUNICATIONS AND ENGAGEMENT				
8.1	Equitable Communications and Engagement Strategy Document (C.5.8.3.1)	One	Adobe Acrobat .pdf format	Within three weeks after NTP
8.3	Event planning for meetings and	Up to 10	In-person or video	TBD – two to three

	workshops, formulation of agendas, run of show (C.5.8.3.2)		conference	weeks prior to each meeting or workshop
8.3	Training orientations with staff / Panel, presenter preparation (C.5.8.3.2.b)	Up to 2	In-person or video conference	TBD – within one week prior to each workshop
8.3	Prepare written talking points, questions or scripts (C.5.8.3.2.c)	Up to 10	In-person or video conference	TBD – within one week prior to each meeting
8.3	Public Meeting Facilitation (C.5.8.3.2.d)	Up to 10	In-person or video conference	TBD – at each meeting
8.3	Post-meeting debrief memo for each meeting (C.5.8.3.2.e)	Up to 10	In-person or video conference	TBD – within one week after each meeting
8.3	Social Media/Digital content – posts and live streaming C.5.8.3.2.f)	Up to 40	Excel/ video recording	TBD – prior to and during each meeting

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, vendorportal.dc.gov.
- G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and

c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:
- G.6.1.1.1** The date on which payment is due under the terms of this contract;
- G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
- G.6.1.2.1** 3rd day after the required payment date for meat or a meat product;
- G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or

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

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

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

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

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

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

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

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

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

G.6.3 Subcontract requirements

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

- G.6.3.2** The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.7 CONTRACTING OFFICER (CO)

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

Jacque McDonald, DBA, MBA, MST, NIGP-CPP, CPPO, CPPB
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street SE, Suite 675
Washington, DC 20003
Telephone (202) 724-8111
Email: jacque.mcdonald@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

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

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

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Edward Giefer, Associate Director
DC Office of Planning
1100 4th Street, S.W., Suite E650
Washington, DC 20024
Telephone (202) 442- 7269
Email: Edward.giefer@dc.gov

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 23, dated April 28, 2022, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

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

- H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
- H.5.2** The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
 - (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS**
- H.9.1 Mandatory Subcontracting Requirements**
- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor

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

- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
 - (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

Reserved

H.12 CONTRACTOR RESPONSIBILITIES

Reserved

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the solicitation (See Section L.3.1) and the resultant contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

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

B. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such

subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DMPED should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- D. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- E. **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.
- F. **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.
- G. **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.
- H. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia
And mailed to the attention of:**

Jacque McDonald, DBA, MBA, MST, NIGP-CPP, CPPO, CPPB
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street SE, Suite 675
Washington, DC 20003
Telephone (202) 724-8111
Email: jacque.mcdonald@dc.gov

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

evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

J. **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.

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

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

14. Disputes

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

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
- (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount

equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

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

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

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

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

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

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

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

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

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

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

I.12 CHANGES

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

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.

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

I.13 NON-DISCRIMINATION CLAUSE

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

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
 - (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 23, dated April 28, 2022
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice 2022 available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2022 available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.10	Contractor Experience Questionnaire Form
J.11	Past Performance Evaluation Form available at http://ocp.dc.gov click on “OCP Solicitations then click on Required Solicitation Documents”

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 SELECTION OF NEGOTIATION PROCESS

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

- L.2.1** This solicitation will be conducted electronically via email to lindel.reid@dc.gov. To be considered, an offeror must submit the required attachments via email to lindel.reid@dc.gov with the subject line: **"Proposal in Response to Solicitation No. DCBD-2022-R-0002 – Streets for People Downtown Economic Recovery Public Realm Planning"** before **2:00PM local time, Monday, August 1, 2022**. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.
- L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.3** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**
- L.2.4** The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."
- L.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

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

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

L.3 TECHNICAL PROPOSAL

The proposal shall include all the information outlined in this Section. Each offeror shall submit a 1-2 page executive summary outlining offeror's overall proposal, including a brief description of its organization's mission, history, and philosophy, and describing how the work set forth in Section C, Statement of Work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

L.3.1 Section 1 - Knowledge and Experience:

The Offeror shall describe its organization's experience with multidisciplinary coordination efforts and planning services for the development of public realm plans; with planning processes centered around topics of urban design, land use, housing, economic development, placemaking, transportation, and sustainability. Offeror shall demonstrate its knowledge with applying a racial equity lens to planning processes, policy recommendations, and community engagement; and demonstrate its experience with the engagement of government agencies and community stakeholders including residents, businesses, property owners, civic organizations, advocacy groups, and elected officials. Offeror shall also describe its ability to lead and facilitate multi-day community design charrettes, including strategic communications across an array of traditional and digital platforms aimed at diverse audiences.

L.3.2 Section 2 – Qualifications of Key Personnel:

The Offeror shall provide the identity and describe the qualifications of key personnel, team members, and subcontractors to be involved with this project, including their project assignments and the extent of their participation. The offeror should describe its key personnel and project teams and those of its subcontractors, demonstrating their capability and experience. The offeror should include resumes of all assigned personnel as attachments to the proposal.

L.3.3 Section 3 – Technical Approach:

Offeror shall provide a narrative description of no more than 8 pages of its project approach, including Offeror's understanding of the goals of the project; and Offeror's project approach to fulfill the requirements outlined in the Scope of Work, including proposed staffing plan and staffing pattern, and anticipated data sources with rationale that demonstrates the Offeror's ability to provide the required services and deliverables. Proposal should describe Offeror's approach to working with the District to meet the project goals, highlighting experience incorporating a racial equity lens to analytical and technical deliverables.

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

L.3.4.1 Offeror shall provide, with proposal, the completed Experience Questionnaire (Attachment J.10) listing all contracts (minimum three), including ongoing contracts, in which the Offeror has performed similar 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 Section C.5; and

L.3.4.1.1 Offeror shall provide a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), and that are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District’s Past Performance Evaluation Form (Attachment J.11).

L.3.6 Section 5 – Attachments: The Offeror shall complete and provide in this section, the following documents and pertinent information:

A. Solicitation, Offer and Award form; and

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

L.4 PRICE PROPOSAL

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

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

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

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

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

L.6.1 Proposal Submission

- L.6.1.1** Proposals must be emailed to lindel.reid@dc.gov no later than the closing date and time. Late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time will not be accepted.
- L.6.1.2** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.
- L.6.1.3** It is solely the offeror's responsibility to ensure that it begins the email submission process in sufficient time to get the attachments transmitted before the closing time. **You may use Microsoft Edge, Mozilla Firefox (esr 17 or esr 24), Safari (4 or 5), Mobile Safari (6 or 7), or Google Chrome 26 to upload the attachments.**

L.6.2 Withdrawal or Modification of Proposals

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

L.6.3 Late Proposals

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

L.6.4 Late Modifications

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

L.7 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email to lindel.reid@dc.gov. The prospective offeror should submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than five (5) days before the date set for submission of proposals. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.8.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.9 PROPOSALS WITH OPTION YEARS

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

L.10 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

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

L.14 CERTIFICATES OF INSURANCE

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

Jacque McDonald, DBA, MBA, MST, NIGP-CPP, CPPO, CPPB
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street SE, Suite 675
Washington, DC 20003
jacque.mcdonald@dc.gov
Re: Contract No. DCBD-2022-C-0001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation via email to lindel.reid@dc.gov. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.19.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.20 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference via Microsoft Teams will be held on Thursday, July 7, 2022, at 2:00PM EST. Attendees must pre-register for the pre-proposal conference by emailing Mr. Lindel Reid, Senior Contract Specialist at lindel.reid@dc.gov. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the DMPED and OCP websites. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.21 KEY PERSONNEL

L.21.1 The District considers the following positions to be key personnel for this contract: [Project Principal and Project Manager(s)].

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

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<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 (75 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.

M.3.1.1 Knowledge and Experience (0 – 25 points)

M.3.1.1.1 This evaluation factor considers the overall knowledge and experience of Offeror's team members. Proposal should demonstrate the team's experience with multidisciplinary coordination efforts and planning services for the development of public realm plans. – **5 points**

M.3.1.1.2 This factor will be evaluated on the Offeror's demonstrated experience with planning processes centered around topics of urban design, land use, housing, economic development, placemaking, transportation, and sustainability. – **5 points**

M.3.1.1.3 This evaluation factor considers the Offeror's knowledge with applying a racial equity lens to planning processes, policy recommendations, and community engagement. – **5 points**

M.3.1.1.4 The factor will be on the Offeror's demonstrated experience with the engagement of government agencies and community stakeholders including residents, businesses, property owners, civic organizations, advocacy groups, and elected officials. – **5 points**

M.3.1.1.5 This evaluation factor considers the Officer's ability to lead and facilitate multi-day community design charrettes, including strategic communications across an array of traditional and digital platforms aimed at diverse audiences. – **5 points**

M.3.1.2 Qualifications of Key Personnel (0 – 10 points)

M.3.1.2.1 This evaluation factor considers the qualifications of Offeror's key personnel, team members, and subcontractors to be involved with this project, including demonstrated experience in large scale planning and urban design projects for public sector clients and experience in architecture, urban design, placemaking, economic development, zoning regulations, and community engagement. – **10 points**

M.3.1.3 Technical Approach (0 – 25 points)

- M.3.1.3.1** This evaluation factor considers the Offeror’s understanding of the goals of the project. Proposal should reflect an understanding of the target audiences in the District of Columbia. – **10 points**
- M.3.1.3.2** This factor will be evaluated on the Offeror’s approach to meeting the requirements outlined in the scope of work; including anticipated data sources with rationale that demonstrates the Offeror’s ability to provide required services and deliverables. Proposal should describe Offeror’s approach to working with the District to meet the project goals, highlighting experience incorporating a racial equity lens to analytical and technical deliverables. – **10 points**
- M.3.1.3.3** This evaluation factor considers the Offeror’s proposed staffing plan and staffing pattern to fulfill the required services outlined in the scope of work. – **5 points**

M.3.1.4 Past Performance on Similar Projects (0 – 15 points)

- M.3.1.4.1** Evaluation of past performance allows the District to assess the Offeror’s ability to perform and the extent to which the Offeror has performed work for public entities in the past five (5) years. (Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in Section C.5.) –**10 points**
- M.3.1.4.2** This factor considers the extent of the Offeror’s past performance within the last five (5) years in achieving a high degree of overall customer satisfaction. Evaluation of this factor will be based on the quantity and quality of Offeror’s performance on projects of comparable size, scope and complexity, timeliness in service delivery, business practices, and overall satisfaction of Offeror’s performance. – **5 points**

M.3.2 PRICE CRITERION (25 Points Maximum)

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 25 = \text{Evaluated price score}$$

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.