

SOLICITATION, OFFER, AND AWARD			1. Caption: Study of Planning Function in the District of Columbia		Page of Pages 1 44	
2. Contract Number		3. Solicitation Number DCBD-2007-R-0019	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued May 14, 2007	
7. Issued By: Office of Contracting and Procurement Group 1 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Group 1 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"						
SOLICITATION						
9. Sealed offers in original and <u>4</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>441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>June 13, 2007</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 Jeanne Sheridan		B. Telephone 202 724 4063			C. E-mail Address jeanne.sheridan@dc.gov
11. Table of Contents						
(X)	Section	Description	Page No.	(X)	Section	Description
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OFFER						
within <u>180</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 (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature	18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)						
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of Planning (OP) is seeking a contractor to conduct a review and analysis of the planning, zoning and development review processes in the District of Columbia. A key component of the study will be to explore ways to more effectively implement the District’s newly adopted Comprehensive Plan, including assessing the feasibility of creating a local planning commission.

B.2 The District contemplates award of a firm fixed price contract.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description	Total Price (\$)
0001 (C.3.1)	Task 1 – Research into the organizational processes of OP, with an emphasis on the most effective models for Comprehensive Plan implementation	\$ _____
0002 (C.3.2)	Task 2 – Research into the function and role of Planning Commissions in other large cities throughout the United States—and possible models for application in Washington, DC	\$ _____
0003 (C.3.3)	Task 3 – Research into the District’s development review procedures and standards, including an evaluation of the District’s Planned Unit Development (PUD) regulations and Large Tract Review procedures	\$ _____
0004 (C.3.4)	Task 4 - Review and evaluation of the current Zoning Review Process	\$ _____
0005 (C.3.5)	Task 5 – Community Input and Stakeholder Interviews	\$ _____
0006 (C.3.6)	Task 6 – Writing, Production and Presentation of a Report to the Office of Planning, Mayor and Council	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia, Office of Contracting and Procurement on behalf of the Office of Planning (OP) is seeking a contractor to conduct a review and analysis of the planning, zoning and development review processes in the District of Columbia. A key component of the study will be to explore ways to more effectively implement the District's newly adopted Comprehensive Plan, including assessing the feasibility of creating a local planning commission.

C.1.1 APPLICABLE DOCUMENTS

N/A

C.1.2 DEFINITIONS

Important note on spatial information: The Office of Planning manages spatial information using GIS software from ESRI, and most other data and documents using Microsoft Office 2003 for Windows. We use Adobe InDesign CS2 and Quark Express for desktop publishing. Consultants wishing to exchange maps and data effectively with OP should plan to use ESRI ArcMap 9.2 or equivalent GIS software. OP will provide base mapping and other data in ESRI shapefile or geodatabase formats; CAD-format data will be provided only for design-related projects or as specified explicitly in the scope of work. All maps, data, and documents developed for OP must be delivered in acceptable electronic formats. OP prefers maps in ESRI ArcMap format; at minimum, spatial information developed for OP should be delivered in ESRI shapefiles or in comparable geodatabase formats. (Note: key map information must be delivered as geographic features stored in layers; simple graphic elements drawn on a map are not acceptable.) CAD-based maps are acceptable only for design-related projects or as specified explicitly in the scope of work. Highly generalized ("blob") maps may be delivered in editable graphic formats, but should be derived from OP's base map information. Other information and documents should be provided in Microsoft Office 2003, Adobe Photoshop CS2, Adobe Illustrator CS2, Adobe InDesign CS2 or QuarkXPress formats. In all cases, data sets must be delivered with sufficient documentation for OP to be able to assess what they contain and to reuse them in subsequent efforts. Use of data delivered to OP should not be limited by third party license restrictions. Consultants are responsible for printing 5 copies of all required documents and a single copy of all required maps and graphics unless otherwise specified in the scope of work. All software or database development tasks and any use of non-standard graphics or presentation software must be reviewed by OP's Chief Information Officer.

C.2 BACKGROUND

OP has recently completed a revision of the District Elements of the Comprehensive Plan for the National Capital, also known as the District Comprehensive Plan. The revised Plan expresses the goals and policies that will guide development in Washington for the next 20 years. It will provide guidance to District residents, stakeholders, developers, District officials, various city commissions, and city staff.

The recently completed revision of the Comp Plan calls for a study of the feasibility of creating a Planning Commission in the District, an evaluation of the District's Planned Unit Development regulations and procedures, an evaluation of the District's Large Tract Review procedures, and a comprehensive revision of the District's zoning map. Rather than undertaking each of these studies in a vacuum, the time appears right to undertake a comprehensive review and analysis of the entire planning, zoning and development process in the District, how the processes are working (or not working), and how we can improve them to serve the residents of the District more effectively and efficiently in achieving a more inclusive and livable city.

Because of the District's location in the nation's capital, and its status as a "district within the federal government" rather than a city or a state, several District and federal bodies share planning responsibilities.

The following bodies have jurisdiction over various aspects of planning for land in the District. Representatives of the federal interest have seats on the Zoning Commission and Board of Zoning Adjustment.

- The Office of Planning

OP is the central planning agency for the District of Columbia as designated by the Mayor. OP monitors, maintains and updates the District Elements of the Comprehensive Plan for the National Capital. It also prepares Small Area Plans and revitalization plans, some of which are adopted by the Council. OP also carries out neighborhood planning, development review, and historic preservation for the District of Columbia.

- The Council of the District of Columbia

The Council of the District of Columbia is the legislative branch of the District government. In the absence of a local planning commission, the Council directly handles most long range planning matters and determines broad land use policy through the adoption of the comprehensive plan and small area plans. It considers Plan amendments, holding public hearings and deliberating on policy issues.

- The District Zoning Commission (ZC)

The ZC is an independent, five-member, quasi-judicial body created by the Zoning Act of 1920. It is charged with preparing, adopting and subsequently amending the Zoning Regulations and Map to assure that the regulations and Map are "not inconsistent with the

Comprehensive Plan for the National Capital area.” Three members of the ZC are residents of the District of Columbia appointed by the Mayor and confirmed by the Council. The Architect of the Capitol and the Director of the National Park Service also sit on the ZC. Decisions of the ZC are final and appealable only to the District Court of Appeals.

- The District Board of Zoning Adjustment (BZA)

The BZA is an independent, quasi-judicial body. It is empowered to grant relief from the strict application of Zoning Regulations (Variances), approve certain uses of land (Special Exceptions), and hear appeals of actions taken by the Zoning Administrator. The Board's five members consist of three Mayoral appointees, a rotating member of the District's Zoning Commission, and an appointee of the National Capital Planning Commission (NCPC). In cases involving Foreign Missions and Chanceries, the Executive Director of the NCPC becomes the sixth member of the BZA.

- The Office of Zoning

The Office of Zoning provides administrative support for the Zoning Commission and the Board of Zoning Adjustment. It processes all applications, reports, letters, memoranda, petitions, plans, notices, decisions and other data that make up the public record of cases. It also reviews applications for completeness, schedules and arranges hearings and meetings, and circulates applications to appropriate city agencies for review and comment.

- The Zoning Administrator

The Zoning Administrator (ZA) is housed in the District's Department of Consumer and Regulatory Affairs. The ZA interprets and administers the Zoning Regulations as adopted by the Zoning Commission. The ZA does not have authority to grant variances, special exceptions or map/text amendments. In effect, it enforces the Zoning Regulations.

- The Advisory Neighborhood Commissions (ANC)

An ANC is a non-partisan, neighborhood body made up of locally elected representatives called Advisory Neighborhood Commissioners. The District's 1973 Home Rule Charter established ANCs to bring government closer to the people, and to bring the people closer to government.

The ANCs' primary role is to be their neighborhood's official voice in advising the District government (and Federal agencies) on issues that affect their neighborhoods. Although District agencies are not required to follow advice from an ANC, agencies *are* required to give an ANC's recommendations "great weight." ANCs consider a wide range of policies and programs affecting their neighborhoods, including traffic, parking, recreation, street improvements, liquor licenses, planning, zoning, economic development, public safety, sanitation and trash collection, education, health and social

services, and the District's annual budget. There are 39 ANCs in the District, with approximately 270 commissioners.

- The National Capital Planning Commission (NCPC)

The NCPC is the central planning agency for the federal government. It provides overall planning guidance for federal land and buildings in the National Capital Region, which includes the District and its Virginia and Maryland suburbs. NCPC is charged with protecting the national capital's built and natural environment, including its historical, cultural, and natural resources. NCPC reviews proposed District zoning regulation and map amendments and special exception and variance applications in the Naval Observatory Precinct Overlay Districts, proposed PUD projects, and amendments to the District Elements of the Comprehensive Plan for the National Capital for impact on the federal interest. NCPC also approves all District government projects.

The Mayor of the District appoints two NCPC members. The President appoints three Commission members. In addition, there are seven ex-officio members, including a Senator, a Congressman, representatives of the National Park Service, the Department of Defense and the General Services Administration, the Mayor of the District of Columbia, and the Chairman of the Council of the District of Columbia.

- The Commission on Fine Arts (CFA)

The CFA is charged with giving expert advice to the President, Congress, and the heads of departments and agencies of the Federal and District of Columbia governments on matters of design and aesthetics, and on the arts and the architectural development of Washington. The CFA approves the site and design of national memorials, and advises on design matters affecting the Historic District of Georgetown as well as other private sector areas adjacent to federal interests (e.g., Rock Creek Park). The seven Commissioners are appointed by the President.

- The Historic Preservation Review Board (HPRB)

The HPRB is charged with the protection, preservation, enhancement and perpetuation of the historic, architectural, cultural and aesthetic heritage of the District of Columbia. It advises the Mayor on the compatibility of proposed work on historic properties in the District. An historian, an architect, an architectural historian and an archeologist are four of the seven Commissioners.

INDIVIDUAL ASPECTS OF THE STUDY:

Planning Commission

The District is one of the few large US cities with no city planning commission. The planning function in the District is defined by the Home Rule Act, which designates the Mayor as the "central planning agency."

The issue of a Planning Commission in the District has been discussed for many years.

- A Mayorally-appointed Comp Plan Assessment Task Force considered the merits of a Planning Commission in 2002. It concluded that further study was needed before the concept could be endorsed.
- The Mayorally-appointed Comp Plan Revision Task Force discussed the creation of a Planning Commission in 2005, also concluding that further study was needed.
- Creation of a Planning Commission was an issue in the 2006 Mayoral election, with all five candidates supporting its creation.
- The 2006 Comprehensive Plan calls for a feasibility study on the creation of a Planning Commission in the District of Columbia.
- The Committee of 100 for the Federal City, a non-profit advocacy group, commissioned its own study on the feasibility of a Planning Commission in 2003 and updated it in 2006.
- A National Building Museum forum on the issue of a DC Planning Commission in January 2006 attracted more than 300 attendees.

The consultant will research the role and use of planning commissions in other cities and the applicability of those models to the District of Columbia, taking into consideration the political structure of the District government and its unique relationship with the Federal government. OP seeks to determine the potential “value added” to the planning, zoning and development review process by the creation of a planning commission. This will require consultation with OP, Office of Zoning, Zoning Commissioners, the BZA, the Zoning Administrator, District residents, ANC Commissioners, developers, NCPC, the CFA, and the HPRB.

Large Tract Review Procedures

Large Tract Review is largely a function of OP’s Development Review unit. The consultant will evaluate how the process is working, whether it is serving District residents and the development community, and how it might work better. This will require consultation with the Office of Zoning, Zoning Commissioners, the BZA, District residents, ANC Commissioners, and developers, in addition to OP’s Development Review unit.

PUD Regulations

The PUD process is controversial and has not always been implemented consistently nor always led to quality development or a more livable city. Consensus is lacking on appropriate amenities. OP is currently conducting a PUD “best practices” study in-house. However, the consultant will evaluate the existing PUD process in the District. This will require consultation with the Office of Zoning, Zoning Commissioners, the BZA, District residents, ANC Commissioners, and developers, in addition to OP’s Development Review unit.

Update of Zoning Regulations

OP (in conjunction with the Office of Zoning) will undertake a major revision and update of the District’s Zoning Regulations. However, the consultant will evaluate the current zoning

review process. This will require consultation with the Office of Zoning, Zoning Commissioners, the BZA, District residents, ANC Commissioners, and developers, in addition to OP.

C.3 REQUIREMENTS

The contractor shall conduct a review and analysis of the planning, zoning and development review processes in the District of Columbia as specified in Section C.3.1.1 through C.3.8.1.

C.3.1 Task 1: Research into the organizational processes of OP, with an emphasis on the most effective models for Comprehensive Plan implementation

C.3.1.1 The Contractor shall conduct research into how other cities implement their Comp Plans, the most effective process for the District, and how and where the long-range planning function and Plan administration might best be housed.

C.3.2 Task 2: Research into the function and role of Planning Commissions in other large cities throughout the United States—and possible models for application in Washington, DC

C.3.2.1 The Contractor shall conduct research into various models for a Planning Commission, with attention to their authority, role (including whether Commissions effectively oversee long range planning and Comp Plan implementation), relationship to the municipal government and other city commissions, composition, how appointed, etc. The research shall address cities comparable in size, area, and complexity to the District, drawing on interviews with staff and other appropriate sources.

C.3.2.2 The Contractor shall conduct research into the government relationships unique to the District, including the ramifications, authority, benefits, and challenges of various models (e.g., advisory, statutory, how established, relationship to other Commissions and relevant authorities, etc.).

C.3.2.3 The Contractor shall conduct research into the legal considerations of creating a Planning Commission in the District of Columbia (e.g., relationship to the Home Rule Charter and established municipal regulations and codes).

C.3.3 Task 3: Research into the District's development review procedures and standards, including an evaluation of the District's Planned Unit Development (PUD) regulations and Large Tract Review procedures

C.3.3.1 The Contractor shall review and evaluate the District's PUD regulations and procedures. The research shall address criteria, standards, transparency, consistency, amenities, overlap with other planning review processes, the public review process, and the effectiveness of the results of the PUD process (i.e., is it achieving appropriate development and quality urban design). The Contractor shall build on work already completed by OP's Long-Range Planning division on PUD best practices as this task is completed.

- C.3.3.2 The Contractor shall include a review and evaluation of the District's Large Tract Review process and procedures. The research shall address criteria, standards, transparency, consistency, overlap with other planning review processes, and the public review process.
- C.3.4 Task 4:** Review and evaluation of the current Zoning Review Process
- C.3.4.1 While, OP is working with the Office of Zoning to update the District's Zoning Regulations, the contractor shall review and evaluate the District's Zoning Review process, including the work of the Zoning Commission and the Board of Zoning Adjustment and the relationships among OP, the Office of Zoning, and the Zoning Administrator (and staff) at the Department of Consumer and Regulatory Affairs. The review shall focus on transparency, consistency, overlap with other planning review processes, public participation in the zoning process, and the effectiveness of the Zoning Review process (i.e., is it achieving development that is consistent with the Comp Plan), and the timeliness of review of cases.
- C.3.5 Task 5:** Community Input and Stakeholder Interviews
- C.3.5.1 Community outreach and input is a core value of this study. OP expects extensive outreach to and consultation with District residents, as well extensive consultation with elected officials, the NCPC, the DC Office of Zoning, and other relevant government officials. This outreach should begin with establishing core issues, values and objectives that we should be achieving in reconfiguring or adding to our current planning, zoning and development review regime, including these often-voiced objectives:
- a) Increase the transparency of the processes
 - b) Improve the opportunities for meaningful input
 - c) Increase certainty in the development process
 - d) Make it more likely that plans are adhered to and implemented
 - e) Improve the quality of the development outcomes
 - f) Shorten the time it takes to complete the process
 - g) Effectively implement the Comp Plan
- C.3.5.2 Outreach shall include interviews, meetings and focus groups, to receive ideas for, concerns about and expectations for the planning review process in the District, including for PUDs, Large Tract Review, Zoning review, and creation of a Planning commission.
- C.3.6 Task 6:** Writing, Production and Presentation of a Report to the Office of Planning, Mayor and Council
- C.3.6.1 The Contractor shall develop and write a report presenting his/her research and findings on the planning, zoning and development review process in the District. The report shall include findings and recommendations specific to the establishment of a Planning Commission, the zoning process, and the development review process (including PUDs and Large Tract Review), and the best mechanism for implementation of the Comprehensive Plan.
- a) Recommendations for improved certainty, increased transparency, quality development outcomes and more meaningful public participation in all

planning review processes, as well as recommendations to streamline the review process.

- b) Documentation of all public outreach activities and public input received.
- c) A recommendation on whether establishment of a Planning Commission would add value to the planning function in the District of Columbia and describe the benefits and value added.
- d) A matrix that describes the various models for Planning Commissions that may be appropriate for the District to consider, given the District's unique government structure and relationship with the federal government. The matrix should show:
 1. how a planning commission could be established
 2. its authority and composition
 3. how Commissioners would be appointed
 4. the role, responsibilities, benefits, and challenges
 5. the staff and relationship to the Mayor, Council, OP, NCPC, Zoning Commission, and other District and Federal agencies and commissions etc. for each model.

C.3.6.2 The report shall suggest approaches for addressing the core issues of development review, implementation of the Comprehensive Plan, and the role of a planning commission by a broader reconfiguration of existing authorities, reorganizations, consolidations or other changes. This could include expanding the role of the ZC to include additional functions.

C.3.6.3 The Contractor shall deliver an interim report to OP with an outline of the final report and the preliminary findings.

C.3.6.4 The Contractor shall deliver a draft of the final Report to OP for its review six weeks prior to the deadline for producing the final Report.

C.3.6.5 Presentation of the draft report and recommendations to the Mayor, the City Council, the Zoning Commission, and NCPC may be required.

C.3.7 Task 7: Bi-Weekly contract project progress reports

C.3.7.1 Throughout the contract project and term, the Contractor shall provide bi-weekly progress reports in an electronic format that shall be due by 3:00 pm each Friday.

C.3.8 Task 8: Timeline for the research, writing, and production tasks

C.3.8.1 The Contractor shall provide a timeline for the research, writing and production tasks two weeks after contract is awarded.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant 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 March, 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To whom
0008 (See C.8)	Timeline for the research, writing, and production tasks	1	Electronic/email	Two weeks after contract is awarded	COTR
0007 (See C.7)	progress report	n/a	Electronic/email	Every other Friday by 3:00 pm	COTR
0006 (See C.6.3)	Interim report	1	Electronic/email	No later than September 30, 2007	COTR
0006 (See C.6.4)	Draft final report	5	Electronic/email and hard copies	No later no later than October 15, 2007	COTR
0006 (See C.6.4)	Final report	One electronic e-mail, One CD-ROM and 200 Hard copies	Electronic/email and bound hard copies, plus one CD-ROM	No later than November 30, 2007	COTR
0006 (See C.3.6.1)	Microsoft PowerPoint presentation on findings and recommendations for reporting back to the residents, stakeholders and government officials	1	Electronic/email	No later than November 30, 2007	COTR

F.3.1 Any reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the contractor shall not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

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

Name: Edward Giefer
Address: Office of Planning
801 N Capitol St NE #4000
Washington DC 20002
Telephone: (202) 442-7629

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 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 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer'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 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 are in accordance with the following:

"Payment will be made on completion and acceptance of each item for which the price is stated separately in the contract".

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

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 CLAUSE**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., for the period beginning on the day

after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Joseph Albanesi
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202-724-3959

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

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

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

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Jill Diskan
Title: Long Range Planner
Agency: Office of Planning
Address: 801 N Capitol St NE #4000
Washington, DC 20002
Telephone: (202) 442-7628

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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 DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers 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. 2005-2103, Rev. 2, dated November 7, 2006, 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.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor

pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

- H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 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, (Section J.2.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. 12101 *et seq.*

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

- H.9.1** Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

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

I.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

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

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.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 Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Excess Liability Insurance: \$5,000,000 limits per occurrence.

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.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

I.11 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Rev. 2, dated November 7, 2006

J.1.2 Living Wage Act Fact Sheet

J.1.3 The Living Wage Act of 2006 – Draft Notice

J.2 INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)*

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor’s Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

- _____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.
 - _____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.
-
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K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
 - 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and *four (4)* copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. (*insert solicitation number, title and name of offeror*)".

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 services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**L.3.1 Proposal Submission**

Proposals must be submitted no later than **2:00 pm on June 13, 2007 as specified in Section A.9.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **ten (10) business** days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4th Street, NW, Suite 700S, Washington, DC and phone number 202-724-3959, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Name of Contracting Officer
Address of Contracting Officer
Phone Number/E-mail Address

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, Address, Telephone Number, Federal tax identification number and DUNS 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. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.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 STANDARDS OF RESPONSIBILITY

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

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

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

The Technical Rating Scale is as follows:

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

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

M.3 EVALUATION STANDARDS

A. Factor: Technical Approach

Description: This factor considers the Technical Approach the offeror will use to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's description of service delivery. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

The standard is met when the offeror:

- a) Presents a written narrative of the services the offeror will provide, including evidence of the offeror's understanding of the technical components of the requirements and an awareness of the scope and complexity of services to be provided;
- b) Presents a written narrative of the offeror's methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements and recognize and address potential issues associated with providing the services requested;
- c) Identifies specific creative and innovative features of the services the offeror will provide and the expected benefits to be derived from these features; and
- d) Provides evidence of knowledge of best practices in planning, zoning and development review processes.

B. Factor 2: Past Performance

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

The standard is met when:

- a) The offeror provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.3; and
- b) The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described

in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form.

C. Factor 3: Technical Expertise

Description: This factor considers the technical expertise of the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff. This factor considers the importance of the interrelationships of each staff component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to perform the required services as described in C.3, including the offeror's quality assurance plan, system to track deliverables, and the scheduling, coordination and documentation of the requirements. This factor examines the technical capacity of the offeror and of the techniques and processes the offeror will use in the fulfilling the requirements as described in Section C of this solicitation.

The standard has been met when the offeror:

- a) Provides an organizational chart that demonstrates that the offeror has the staff available to perform the services described in Section C of this solicitation;
- b) Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to perform the services required. Offeror provides position descriptions that assign the responsibilities for performing the requirements;
- c) Describes techniques and processes in the offeror's quality assurance plan that demonstrates the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality;
- d) Provides a description and accompanying explanation of the offeror's system to identify and measure deliverables; and
- e) Presents evidence in the offeror's proposal that exhibit the offeror's knowledge and ability to schedule, coordinate and document the delivery of services and deliverables.

M. 4 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.4.1 TECHNICAL CRITERIA (90 Points)**Factor 1: Technical Approach****50 Points**

- Understanding of the planning, zoning, and development review process and the role of Planning Commissions in the municipal land use planning process. (10 sub-points)
- Plan for delivery of services, responsiveness to the schedule, including commitment to work in partnership with City staff and dedicate the necessary number of offeror's staff to the project. (30 sub-points)
- Understanding of the legal and political relationships unique to Washington, DC (10 sub-points)

Factor 2: Past Performance**20 Points**

- Experience and demonstrated success in previous projects in large cities and diverse highly urban areas involving research, public involvement and drafting recommendations for presentation to high level government officials and the general public.

Factor 3: Technical Expertise**20 Points**

- Level of expertise, education, credentials, and prior work experience possessed by key members of the team, and facilitating public involvement.

M.4.2 PRICE CRITERIA (10 Points)

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 10 = \text{evaluated price score}$$

M.4.3 PREFERENCE (12 Points) (maximum)**M.4.4 TOTAL (112 Points)**

M.5 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.5.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.5.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5.3 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 for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture

and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.5 Vendor Submission for Preferences

- M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- M.5.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:
- Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001
- M.5.5.3 All vendors are encouraged to contact the 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.