

SOLICITATION, OFFER, AND AWARD		1. Caption Rapid Response Site Planning and Charrete Services		Page of Pages 1 50	
2. Contract Number	3. Solicitation Number DCBD-2008-R-0080	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 7/23/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001		

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

SOLICITATION

9. Sealed offers in original and 3 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 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 p.m. local time 6-Aug-08
(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 Janice Brown, Contract Specialist	B. Telephone			C. E-mail Address Janice.Brown@dc.gov
		(Area Code) 202	(Number) 724-5069	(Ext)	

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	28
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	5	X	J	List of Attachments	33
x	D	Packaging and Marking	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	13	Representations, certifications and other statements of offerors			
X	F	Deliveries or Performance	14				
X	G	Contract Administration Data	17	X	L	Instructions, conditions & notices to offerors	37
X	H	Special Contract Requirements	22	X	M	Evaluation factors for award	45

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

SECTION B – DESCRIPTION OF SERVICES OR SUPPLIES AND PRICES

B.1 SUMMARY OF SERVICES OR SUPPLIES

B.1.1 The District of Columbia Office of Contracting and Procurement (the District), on behalf of the Office of Planning (OP), is seeking a consultant to provide Rapid Response Site Planning and Charrette Services. A separate Task Order will be issued for each site, and OP estimates issuing Task Orders for 5-10 sites per year. Each Task Order shall specify if the Design Documents should be prepared using an individual consultation method (as described in Task 3) or through an open Charrette (as described in Task 4).

B.1.2 The District contemplates award of a requirements contract with fixed unit prices.

B.2 REQUIREMENTS

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date on the last order issued prior to the contract expiration or termination.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT RATE PER SITE	TOTAL
0001	Rapid Response Site Planning Services as described in Sections C.3.1, C.3.2, C.3.3, C.3.4, and C.3.6	5	\$ _____	\$ _____
0002	Charrette Services as described in Sections C.3.1 and C.3.5	5	\$ _____	\$ _____
	Total Estimated Amount			

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT RATE PER SITE	TOTAL
1001	Rapid Response Site Planning Services as described in Sections C.3.1, C.3.2, C.3.3, C.3.4, and C.3.6	5	\$ _____	\$ _____
1002	CHARRETTE SERVICES as described in Sections C.3.1 and C.3.5	5	\$ _____	\$ _____
	Total Estimated Amount			

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	SERVICE DESCRIPTION	ESTIMATED QUANTITY	UNIT RATE PER SERVICE	TOTAL
2001	Rapid Response Site Planning as describe in Sections C.3.1, C.3.2, C.3.3, C.3.4 and C.3.6	5	\$ _____	\$ _____
2002	CHARRETTE SERVICES as described in Sections C.3.1 and C.3.5	5	\$ _____	\$ _____
	Total Estimated Amount			

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, the Office of Contracting and Procurement, on behalf of the Office of Planning (OP) is seeking an Architecture and Planning firm (“the Consultant”) to provide Rapid Response Site Planning & Charrette Services. Specifically the Consultant shall create site plans and schematic design documents (“Design Products”) for catalytic development sites identified in completed small area, revitalization and corridor plans. As the need arises, OP will select 5-10 sites per year where predevelopment design services are critical in assisting property owners to visualize the development potential of their property as it relates to their own objectives and the objectives of the appropriate completed small area, revitalization, or corridor plan. The Design Products shall be prepared either through individual consultation with the property owner and OP or through a half-day public charrette.

OP seeks a consultant team that can provide expertise in site planning, urban design, and architecture. The consultant team will be expected to offer best practice knowledge from other studies that it has conducted. However, OP expects that the consultant team will develop strategies and recommendations to meet the unique conditions of the specific sites. A well qualified consultant team should have considerable experience working in and facilitating discussion in the diverse neighborhoods of the District of Columbia.

There is no defined study area for these services; however potential candidate sites will be located within the boundaries of recently completed small area, revitalization, or corridor plans, including, but not limited to: Deadwood, Banning Road, Pennsylvania Avenue, Upper Georgia Avenue, Kennedy Street, Brook land, Florida Avenue Market, and Riggs Road/South Dakota Ave. (See Attachment J.1.5). OP makes no assurances that the sites will be clustered geographically, and at this time there is no minimum or maximum site size.

Through this Rapid Responsive Site Planning and Charrette service, OP will provide early stage predevelopment design assistance to property owners. The purpose is to provide property owners with site plan and schematic design documents that could be used to secure additional predevelopment and construction financing to develop projects that will return properties to productive use and realize the revitalization objectives of the applicable Plan. OP anticipates selecting one or two properties per quarter (or 5-10 properties per year) to participate in the program. OP envisions using this service strategically based on the importance of the sites and a demonstrated interest by the property owner. Not all sites will be selected and initiated at once or at the beginning of the contract. We expect that the selected contractor will be able to respond on demand to task orders issued for each site.

OP has not determined all of the sites; some sites have been identified in small area plans and may be suitable for the program based on interest from the property owners. Other sites may emerge based on interest from individual property owners. Other sites may emerge based on interest from individual property owners or based on demand in other areas of the district. Once a firm is under contract for the work, OP will issue a task order for each site as the need arises.

OP can make no assurances that the sites will be clustered geographically. The sites will be selected based on their strategic importance and interest from the property owner. A site may be selected from any area of the city, but there are certain geographic focus areas that correspond to recently completed small area plans. Each task order will involve one site.

C.1.1 APPLICABLE DOCUMENTS

None.

C.1.2 DEFINITIONS

C.1.2.1 Consultant/Interior illustrations (also known as renderings or perspectives) are provided by the consultant or developer to create accurate representations (sketches, drawings, or paintings) of exterior or interior design projects.

The finished art is in the form of one or a combination of several media: watercolor, colored pencil, marker, gouache, pen and ink, airbrush, pastel, and/or digital. The illustrations provided by the consultant are intended to accurately depict the building space, color, and /or materials. It is important to determine the end use and the level of detail required by the client. The following are the industry standards for defining the level of finished illustrations:

- a. Sketch Perspective:** based on a 2-point perspective of a single building or interior with no background or environmental context, simple exteriors, elevations, etc.
- b. Formal Illustrations:** based on exteriors and perspectives of several buildings or interiors with environmental context site plans, etc.
- c. Complex Presentation Illustrations:** based on elaborate consultant Ural detailing with complex perspectives: cityscapes, aerial views, fully illustrated exteriors or interiors, etc.

C.1.2.2 Drawings: graphic and pictorial documents depicting the design, location, and dimensions of the elements of a project. Drawings generally include plans, elevations, sections, detail schedules and diagrams. When capitalized, the term refers to the graphic and pictorial portions of the contract documents.

C.1.2.3 Feasibility study: a detailed investigation and analysis conducted to determine the financial, economic, technical, or other advisability of a proposed project.

C.1.2.4 Preliminary drawings: drawings prepared during the early stages of the design of a project.

C.1.2.5 Pro forma: provided in advance in prescribed form.

- C.1.2.6 Program (consultant Ural or facilities):** a written statement setting forth design objectives, constraints, and criteria for a project, including space requirements and relationships, flexibility and expandability, special equipment and systems, and site requirements.
- C.1.2.7 Project cost:** total cost of the project, including construction cost, professional compensation, land costs, furnishings and equipment, financing, and other charges.
- C.1.2.8 Schedule:** (1) of drawings: a supplemental list, usually in chart form, of a project system, subsystem, or portion thereof; (2) of specifications: a detailed written list included in the specifications; (3) of task and deadlines.
- C.1.2.9 Schematic design:** services in which the consultant consults with the District to ascertain the requirements of the building project and prepares schematic design studies consisting of drawings and other documents illustrating the scale and relationship of the building components for approval by the District. The consultant also submits to the District a preliminary estimate of construction cost based on current area, volume, or similar conceptual estimating techniques.
- C.1.2.10 Schematic design documents:** drawings and other documents illustrating the scale and relationship of project components.
- C.1.2.11 Site:** geographic location of the project, usually defined by the legal boundary lines.
- C.1.2.12 Site analysis services (of the consultant):** services described in the schedule of designated services in some AIA documents necessary to establish site-related limitations and requirements for a building project.
- C.1.2.13 Site Plan:** This plan shows the entire scope of the project, including all its ancillary features. The drawings are executed with a small scale to incorporate the totality of the project: the site and the building, and all its services. The site plan is based on a survey of the property. The information it contains should include an accurate graphic description of all property lines.
- C.1.2.14 Site development potential evaluation:** site analysis to accurately define the general development potential and market value of the property.
- C.1.2.15 Three-dimensional models for massing studies:** digital or built model depiction of a proposed building form at various scales. Massing studies should not replace or be interchanged with the task description for consultant Ural illustrations. Unless the client request a digital consultant Ural illustration, the use of 3-D massing studies are intended to only define the scale, form, volume, space relationship and height of a building with little or no detail to the exterior design of the project and the surrounding contextual buildings and environment.

C.2 BACKGROUND

Important note on spatial information

OP manages spatial information (e.g., topological, geometric, or geographic information) using GIS software from ESRI, and most other data and documents using Microsoft Office 2003 for Windows. The Office of Planning uses Adobe In Design CS2 and Quark Express for desktop publishing. Consultants wishing to exchange maps and data effectively with OP shall plan to use ESRI Arc Map 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 shall be delivered in acceptable electronic formats. OP shall use maps in ESRI ArcMap format; at minimum, spatial information developed for OP shall be delivered in ESRI shapefiles or in comparable geodatabase formats. (Note: key map information shall 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 shall be derived from OP’s base map information. Other information and documents shall be provided in Microsoft Office 2003, Adobe Photoshop CS2, Adobe Illustrator CS2, Adobe InDesign CS2 or QuarkXPress formats. In all cases, data sets shall 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 shall not be limited by third party license restrictions.

C.3 REQUIREMENTS

C.3.1 The Consultant team shall:

- C.3.1.1 Work with selected property owners, OP staff, and if a public charrette, with key stakeholders, to develop site plans for properties. The site plan shall meet the objectives of the applicable Plan.
 - C.3.1.2 Conduct a brief interview or survey with the property owner(s) prior to developing the site plan to identify any space needs, development objectives, or programmatic goals.
 - C.3.1.3 Review requirements of applicable Plans, the Comprehensive Plan, and other city-wide initiatives prior to developing the site plan.
 - C.3.1.4 The Consultant shall provide a draft and final site plan and estimate of total development cost or each site.
- C.3.2 **TASK 1: Planning and Zoning Requirements Assessments**

- C.3.2.1** The Consultant shall review existing conditions of the site that affect development potential including: current Zoning, comp plan future land use category, plan site and design recommendations and topographical conditions. In developing the assessment, the consultant shall utilize existing data, plans, and studies prior to undertaking new research and conduct a site visit.
- C.3.2.2** The Consultant shall provide the following deliverables for Task 1:
 - C.3.2.2.1** GIS base map of the site three weeks from issuance of Task Order
 - C.3.2.2.2** Copy of plat map from the DC Surveyors Office three weeks from issuance of Task Order
- C.3.2.3** OP shall provide the following for Task 1:
 - C.3.2.3.1** Background information on each site: owner information, owner contact information, address, square/lot, lot size, current zoning, land use designation. (Note that previous planning studies are available online at www.planning.dc.gov)
- C.3.3** **TASK 2: Property Owner Interview**
 - C.3.3.1** The Consultant shall conduct an interview with the property owner or designee to determine development objectives, financial constraints, and space needs. The consultant shall create a survey instrument to complete C.3.4.2 so that input for all sites is consistent.
 - C.3.3.2** The consultant shall obtain any information regarding easements or land use restrictions on the site.
 - C.3.3.3** The Consultant shall include notes from interview or completed survey as part of the final design package to be delivered 3 weeks from issuance of Task Order.
- C.3.4** **TASK 3: Individual Consultation: Draft Design Products Package**
 - C.3.4.1** Using the information from Task 1 and Task 2, the Consultant shall prepare a conceptual site plan for the property to accurately define the general development potential and market value of the property.
 - C.3.4.1.1** The Consultant's conceptual site plan shall conform to the following standards:
 - C.3.4.1.1.1** The Consultant's site plan shall show the entire scope of the project, including all its ancillary features.
 - C.3.4.1.1.2** The Consultant's drawings shall be executed at an appropriate scale to incorporate the totality of the project: the site and the building, and all its services.

C.3.4.2 The Consultant’s site plan shall be based on a survey of the property. In addition, the site plan shall contain an accurate graphic description of all property lines and include the following elements:

- C.3.4.2.a Setback lines and easements
- C.3.4.2.b Floor plan outline or “footprint” of the building
- C.3.4.2.c Site contours, existing and new relative to the building, drive and parking areas
- C.3.4.2.d Driveway and street locations
- C.3.4.2.e Location of existing trees and other site features
- C.3.4.2.f Landscaping
- C.3.4.2.g Floor elevations
- C.3.4.2.h Deck and balcony lines
- C.3.4.2.i Roof overhang lines
- C.3.4.2.j Likely routes of utility lines (rough-in)
- C.3.4.2.k Notation & Referencing, including Title and Scale, North Arrow, and District “Location map”

C.3.4.3 The Consultant shall compose a program narrative describing objectives, zoning assumptions, total building square footage, breakdown of square footage by use. The Consultants program narrative shall also include any space requirements and relationships, flexibility and expandability, special equipment and systems, and site requirements identified in Tasks 1 and Task 2.

C.3.4.4 The Consultant shall prepare a development cost estimate for the conceptual site plan that includes hard development costs and soft costs.

C.3.4.5 When requested through the Task Order, the Consultant shall prepare a 3D massing model and/or schematic design rendering to show the height and massing of the building(s) in relation to surrounding structures.

C.3.4.6 Deliverables for Task 3:

- C.3.4.6.1** For each site: the Consultant shall prepare a draft design products package to include: a conceptual site plan, program narrative, development cost estimate, massing and/or illustrative sketch if applicable, and interview notes (see C.3.3.3) to be delivered three weeks from issuance of Task Order.

C.3.5 TASK 4: Charrette: Draft Design Package

C.3.5.1 The consultant shall lead a site planning charrette event that is open to the general public and generate a conceptual site plan using input from Task 1 and Task 2. The Consultant shall produce up to 3 alternative site plans should be produced during the charrette. The site plan should accurately define the general development potential and market value of the property.

- C.3.5.1.1** The conceptual site plan shall conform to the following standards: The site plan shall show the entire scope of the project, including all its ancillary features. The drawings are executed at an appropriate scale to incorporate the totality of the project: the site and the building, and all its services. The site plan is based on a survey of the property. The information it contains should include an accurate graphic description of all property lines and includes the following elements:
- C.3.5.1.1.a Setback lines and easements
 - C.3.5.1.1.b Floor plan outline or “footprint” of the building
 - C.3.5.1.1.c Site contours, existing and new relative to the building, drive and parking areas
 - C.3.5.1.1.d Driveway and street locations
 - C.3.5.1.1.e Location of existing trees and other site features
 - C.3.5.1.1.f Landscaping
 - C.3.5.1.1.g Floor elevations
 - C.3.5.1.1.h Deck and balcony lines
 - C.3.5.1.1.i Roof overhang lines
 - C.3.5.1.1.j Likely routes of utility lines (rough-in)
 - C.3.5.1.1.k Notation & Referencing, including Title and Scale, North Arrow, and District “location map”.
- C.3.5.2** At the charrette, the Consultant shall prepare schematic design renderings for the alternatives to show the height and massing of the building(s) in relation to surrounding structures.
- C.3.5.3** Following the charrette, the Consultant shall compose a program narrative describing objectives, zoning assumptions, total building square footage, and break down of square footage by use, etc. The program narrative should also include any space requirements and relationships, flexibility and expandability, special equipment and systems, and site requirements identified in Tasks 1 and 2.
- C.3.5.4** Following the charrette, the Consultant shall prepare a development cost estimate for the conceptual site plan that includes hard development costs and soft costs.
- C.3.5.5** Following the charrette, the Consultant shall prepare a 3-D massing model of the preferred site plan to show the height and massing of the building(s) in relation to structures.
- C.3.5.6** The Consultant shall provide materials to prepare for the charrette, including but not limited to presentation boards showing the location of the property and fact sheet from Task 1 assessment.

C.3.6 TASK 5: Concept Site Plan Presentation

- C.3.6.1** The Contractor shall provide the draft design package from Task 3 to the

COTR and the property owner within two weeks of submitting the deliverables to both parties for review. OP will be responsible for scheduling the meeting.

- C.3.6.2** The Consultant shall, for each site presentation, provide: presentation boards for the site plan, illustrative sketch and/or massing models (if requested through Task 4), and other presentation materials as needed.
- C.3.6.3** The Consultant shall, for each site presentation, provide: notes summarizing participant comments and agreed upon modifications or revisions to the Draft Design Package.
- C.3.6.4** The Consultant shall take notes during the presentation to capture comments and modifications or revisions to the draft design package.

C.3.7 TASK 6: Final Design Product Package

- C.3.7.1** Based on feedback from the Task 4, the Consultant shall revise Task 3 deliverables as needed to create a final design product package.
- C.3.7.2** The Consultant shall provide the following deliverables for Task 6:
 - C.3.7.2.1** For each site: Final design package to include a revised task 3 or task 4 deliverable and presentation notes (see C.3.6.2) to be delivered 5 weeks from issuance of Task Order.

SECTION D: PACKAGING AND MARKING

NOT APPLICABLE

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 for a period of one year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

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 shall be reviewed by OP's Chief Information Officer.

SOW	Deliverable	Quantity	Format/ Method of Delivery	Due Date	To Whom
C.3.3.2.1	GIS base map of the site	1	Hard copy (plus electronic)	3 weeks from issuance of Task Order	OP
C.3.2.2.2	Copy of plat map from the DC Surveyors Office	1	Hard copy (plus electronic)	3 weeks from issuance of Task Order	OP
C.3.3.3	Notes from property owner interview or completed survey to be included in the final design package	1	Hard copy (plus electronic)	3 weeks from issuance of Task Order	OP
C.3.3.3; C.3.4.6.1 C.3.4	For each site: Draft design products package to include: conceptual site plan, program narrative, development cost estimate, massing and/or illustrative sketch (if applicable), and interview notes	2	Hard copies (plus electronic)	3 weeks from issuance of Task Order	OP
C.3.4.5	3D massing model/schematic design	2	Hard copies (plus electronic)	Upon request of Task Order	OP
C.3.5.1	The consultant shall lead a site planning charrette event that is open to the general public and generate a conceptual site plan using input from Task 1 and Task 2. The Consultant shall produce up to 3 alternative site plans should be produced during the charrette. The site plan should accurately define the general development potential and market value of the property.	3	Hard copies plus electronic		OP
C.3.5.2	At the charrette, the consultant shall prepare schematic design renderings for the alternatives to show the height and massing of the building(s) in relation to surrounding structures.				OP
C.3.5.3	Following the charrette, the Consultant shall compose a program narrative describing objectives, zoning assumptions, total building square				OP

	footage, and break down of square footage by use, etc. The program narrative should also include any space requirements and relationships, flexibility and expandability, special equipment and systems, and site reuriements identified in Tasks 1 and 2.				
C.3.5.4	Following the charrette, the Consultant shall prepare a development cost estimate for the conceptual site plan that includes hard development costs and soft costs.				OP
C.3.5.5	Following the charrette, the Consultant shall prepare a 3 D massing model of the preferred site plan to show the height and massing of the building(s) in relation to the structures.				OP
C.3.5.6	Materials to present at the charrette, including but not limited to presentation boards and fact sheet from Task 1 assessment	2	Hard copies (plus electronic)	3 weeks from issuance of Task Order	OP
C.3.6.1	Draft Design Package from Task 3		Hard copies (plus electronic)	Within 2 weeks of submitting to both parties for review	To COTR and Property owner
C.3.6.2	For each site presentation: Presentation Boards for the site plan, illustrative sketch and/or massing models (if requested through Task ¾), and other presentation materials as needed.	1	Hard copy	Due at time of presentation	OP
C.3.6.3 and C.3.6.4	For each site presentation: Notes summarizing participant comments and agreed-upon modifications or revisions to the Draft Design Package	1	Hard copy	Due at time of presentation	OP
C.3.7.2.1	For each site: Final design package to include a revised Task 3 or Task 4 deliverable and presentation notes	2	Hard copies (plus electronic)	5 weeks from issuance of Task Order	OP

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

The District will pay the contractor for each order issued against this contract upon completion and acceptance of services and deliverables in accordance with the Price Schedule (B.3).

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:

Name of Contracting Officer:	Gena Johnson
Office:	Office of Contracting and Procurement
Address:	441 4th Street, NW Washington, DC 20001
Telephone:	202-724-5194

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:	Geraldine Gardner
Agency:	Office of Planning
Address:	801 N Capitol St NE, #4000 Washington, DC 20002
Telephone	(202) 442-7600

- 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.

G.10 ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer or Contracting Officer's Technical Representative. Such orders may be issued during the term of this contract.
- b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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, Revision No. 6, Date of Revision May 8, 2008, 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.10.1 Except as described in H.10.8 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.10.2 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.10.3 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.10.4 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.10.5 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.10.6 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.10.7 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.10.8 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.10.9 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.

H.11 District Responsibilities

H.11.1 OP shall be responsible for scheduling the charrette and notifying the community of the event. OP will coordinate scheduling with the consultant team; however, it should be noted that the event will likely take place on a Saturday at a location in the affected community.

H.12 Contractor's Responsibilities

The consultant team shall provide management of sub consultants and shall ensure that work is completed in a timely manner and to the highest quality standards. The consultant shall monitor the performance of its staff, review work for technical accuracy and completeness, and ensure that deliverables are completed on time and within budget. OP expects senior staff from the consultant team to review and approve of final deliverables prior to submission to the District. The consultant shall also advise OP on consultant team process, timeline, and staffing issues. It is expected that the consultant shall keep OP apprised of ongoing work via conference calls, emails, and written reports. Finally, the consultant shall ensure that deliverables due at the end of each task are constructed in clear and concise narrative formats, PowerPoint presentations, and graphics, as appropriate. OP will provide feedback on draft deliverables at each milestone of project completion, and the consultant is expected to ensure that OP feedback is incorporated to generate final deliverables completed at the end of each task.

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.

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.

- I.8.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- I.8.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- I.8.3 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.
- I.8.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- I.8.5 Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

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.2005-21-3, Revision No: 6 Date of Revision 5/29/2008

J.1.2 Living Wage Fact Sheet

J.1.3 Living Wage Act of 2006 – Draft Notice

J.1.4 Past Performance Evaluation Form

J.1.5 Plan Boundaries

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.

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.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 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 three copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 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. **DCBD-2008-R-0080, Rapid Response Site Planning and Charrette Services.**

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 best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the Section C.

L.2.1 Technical Proposal

The Offeror shall provide the following in its technical proposal

A. Technical Approach

The Offeror shall describe the proposed methodology to be used to complete the requirements in Section C.3. The Offeror shall demonstrate its knowledge of and experience in producing site planning, urban design, architecture, design process from project initiation through design for the various Tasks as outlined in Section C.3. The Offeror shall provide

milestones or work breakdown structures for deliverables. Also, the Offeror shall describe which portions of the effort will be subcontracted, if any.

B. Qualifications of Key Personnel

The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. The Offeror's proposed key personnel's experience with working in and facilitating discussion in diverse neighborhoods of the District of Columbia. The offeror shall provide resumes for each key personnel that will be assigned to this contract and skill categories that demonstrate the personnel's qualifications and experience. The hours that each will devote to the contract shall be provided in total and broken down by task.

C. Past Performance

The Offeror's proposal shall describe the Offeror's experience with providing similar site planning and charrette services to the District Government or similar sized public or private organizations. Offeror must have the past Performance Evaluation form (Attachment J.1.4) completed by at least three (3) entities for whom similar services have been provided in the past including name, address, contract amount, type of service, phone and fax numbers. **This form must be submitted (fax) directly from the Offeror's reference to Ms. Janice Brown at fax #202-727-0245.**

L.2.2 Price Proposal

This section shall be submitted under a separate cover titled "Price Proposal". It shall include pricing per service for each CLIN for the base year and each option year. 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.

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 August 6, 2008 @ 2:00 p.m. 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:

Deleted: 4

- (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.

Deleted: late withdrawal

Deleted: for withdrawal

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 **2:00 pm July 31, 2008, three (3)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than three (3) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Gena Johnson, at 202-724-5194 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, Gena Johnson 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 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:	Gena Johnson
Address of Contracting Officer	441 4 th Street, NW, Suite 700 South Washington, DC 20001
Phone Number/E-mail Address	202-727-5194/ gena.johnson@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter 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 CRITERIA

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

Technical Approach	0-40 points
Qualifications of Key Personnel	0-20 points
Past Performance	0-20 points

M.3.1 TECHNICAL EVALUATION CRITERIA- 80 Points

M.3.1.1 Technical Approach - 40 Points

The Offeror’s technical approach will be evaluated based on the offeror’s ability to perform the requirements as describe in Section C.3. Demonstration that the offeror has given consideration to the methodology, has an understanding of the objectives, scope, and deliverables, possesses an ability to comply with the schedule, and has a grasp of planning and development issues and trends in the District of Columbia.

M.3.1.2 Qualifications of Key Personnel - 20 Points

The Offeror has provided resumes and other supporting information that demonstrates that the proposed personnel have experience and skills in performing site planning and charrette services. Please also include subcontractor agreements (if applicable) and any other pertinent information (such as a narrative on team qualifications).

M.3.1.3 Past Performance - 20 Points

The Offeror has experience in performing services similar to the services requested in Section C.3 to the District of Columbia or to similar size public or private organizations. The Offeror has successfully provided site planning and charrette services to its client references. Successful provision of services will be determined by examination of the quality of services provided, timeliness with services delivered, business practices and overall satisfaction of the Offeror’s performance.

M.3.2 PRICE CRITERIA - 20 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:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 \text{ weight} = \text{Evaluated price score}$$

M.3.3 LSDBE PREFERENCE 12 Points

M.3.4 TOTAL 112 Points

M.4 EVALUATION OF OPTION YEARS

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

M.5 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE

Deleted: PRINCIPAL OFFICES

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.

ATTACHMENT J.1.5

Plan Area Boundaries

1. Kennedy Street: all properties fronting Kennedy Street, NW between Georgia Avenue, NW and North Capitol Street, NW
2. Upper Georgia Avenue: all properties fronting Georgia Avenue, NW between Eastern Avenue, NW and Decatur Street, NW
3. Brookland: Taylor Street, NE to the north, 13th Street, NE to the east, Rhode Island Avenue to the south, and 7th Street to Michigan Avenue to John McCormack Road the west.
4. Benning Road: all properties fronting Benning Road, NE between Bladensburg Road, NE and Southern Avenue.
5. Deanwood: boundaries of the study area are from Eastern Avenue to the northeast, 55th Street to the east, Marvin Gaye Park to the south, and Kenilworth Avenue/CSX railway to the west.
6. Pennsylvania Avenue: all properties fronting Pennsylvania Avenue between Independence Avenue SE/2nd Street SE to Southern Avenue.
7. Riggs Road/South Dakota Avenue: properties within ½ mile radius of the Fort Totten Metro Rail Station.

Boundaries of other planning studies completed by the Office of Planning are available on our website www.planning.dc.gov under Neighborhood and Revitalization Plans page.