

SOLICITATION, OFFER, AND AWARD			1. Caption SW Zoning Analysis		Page of Pages 1 / 57			
2. Contract Number		3. Solicitation Number DCBD-2009-R-1412		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 11/5/2008		
7. Issued By: Office of Contracting and Procurement 441-4th Street, NW Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, Suite 703 South Washington, DC 20001				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"								
SOLICITATION								
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>12/9/08</u> (Hour) (Date)								
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.								
10. For Information Contact		A. Name Janice Brown, Contract Specialist		B. Telephone (Area Code) 202 (Number) 724-5069 (Ext)		C. E-mail Address Janice.Brown@dc.gov		
11. Table of Contents								
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OFFER								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.								
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %		
		<input type="checkbox"/> Calendar days %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date		

**SECTION B
SUPPLIES OR SERVICES AND PRICE/COST**

B.1 SUPPLIES OR SERVICES AND PRICE/COST

The Office of Contracting and Procurement (OCP) on behalf of the Office of Planning (OP) seeks a planning and land use Contractor to conduct a community planning process for the Southwest neighborhood to establish guidelines for future development and zoning in the SW neighborhood to give residents confidence in the future direction of development in the area. The Contractor shall at a minimum conduct a Building Stock Survey & Zoning Analysis, conduct Community Visioning and coordinate City Goals, conduct a Transportation Analysis, and develop a draft and final community feedback report.

B.2 CONTRACT TYPE

The District intends to award a fixed price contract.

B.3 PRICE SCHEDULE FIRM FIXED PRICE

B.3.1 BASE PERIOD (ONE YEAR) OF PERFORMANCE

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Conduct a community planning process for the Southwest neighborhood to establish guidelines for future development and zoning in the SW neighborhood	
0001A	Conduct a building stock survey and zoning analysis as described in C.3.1	\$ _____
0001B	Conduct community visioning and coordinate city goals as described in C.3.2	\$ _____
0001C	Conduct a transportation analysis as described in C.3.3	\$ _____
0001D	Develop a draft community feedback report as described in C.3.4	\$ _____
0001E	Develop a final community feedback report as described in C.3.5	\$ _____
Total Base Period Of Performance		\$ _____

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Office of Contracting and Procurement (OCP) on behalf of the Office on Planning (OP) seeks a planning and land use Contractor to conduct a community planning process for the Southwest neighborhood to establish guidelines for future development and zoning in the SW neighborhood to give residents confidence in the future direction of development in the area. The Contractor shall at a minimum conduct a Building Stock Survey & Zoning Analysis, Community Visioning and City Goals Coordination, Transportation Analysis, develop a draft and final community feedback report.

Through a series of existing conditions and plans analyses, a community visioning on future growth and historic preservation, and a broad transportation systems impact analysis, a framework will be created from which the Office of Planning's Development Review staff can create zoning for the neighborhood that guides it into the future. The study will also help the Office of Planning's Historic Preservation staff to determine community views on potential historic designations within the study area, and to coordinate designations with planning considerations. The Contractor shall conduct or perform the following:

- a. Building Stock Survey & Zoning Analysis
 1. Contractor shall fill in the gaps)
 2. Review current zoning and analyze it in relation to existing uses
- b. Community Visioning and City Goals Coordination
 1. Conduct surveys and public meetings with community stakeholders to shape a vision for future land use and zoning that takes into account options for historic preservation and DC Housing Authority properties
- c. Transportation Analysis
- d. Community Feedback Report (Draft and Final) outlining the community's vision in relation to the guidelines laid out in the Comprehensive Plan and other existing plans

C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference.

Item No.	Document Type	Title	Version
1	District Regulation	The District of Columbia's 2006 Comprehensive Plan	2006
2	Office on Planning Overlay	Capitol Gateway Overlay District	Most Recent

Item No.	Document Type	Title	Version
3	Office on Planning Neighborhood Plan	Anacostia Waterfront Initiative Framework Plan	Most Recent
4	Office on Planning Area plan	Development Plan and AWI Vision for the Southwest Waterfront:	Most Recent
5	Office on Planning Action plan	Center City Action Agenda 2008:	Most Recent
6	Office on Planning Draft Report	Capital Space Initiative (draft report):	Most Recent
7	District Environmental Impact Statement	11 th Street Bridge EIS	Most Recent
8	Environmental Impact Statement	South Capitol Street EIS	Most Recent
9	District Environmental Impact Statement	14 th Street Bridge Corridor EIS	Most Recent
10	District Parking Plan	Ballpark Transportation Operations & Parking Plan (DC Sports and Entertainment Commission)	Most Recent
11	Office on Planning Area report	SW Neighborhood Existing Conditions (draft report):	Most Recent
12	Office on Planning Surveys	SW Neighborhood Historic Preservation Surveys:	Most Recent

C.1.2 DEFINITIONS

The following definitions are applicable to this procurement:

C.1.2.1 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. We use Adobe InDesign CS2 and Quark Express for desktop publishing. Contractors wishing to exchange maps and data effectively with OP shall plan to use ESRI ArcMap 9.2 or equivalent GIS software. OP will provide base mapping and other data in ESRI shapefile or geodatabase formats; CAD-format data will be provided only for design-related projects or as specified explicitly in the scope of work. All maps, data, and documents developed for OP must be delivered in acceptable electronic formats. OP prefers maps in ESRI ArcMap format; at minimum, spatial information developed for OP shall be delivered in ESRI shapefiles or in comparable geodatabase formats. (Note: key map information must be delivered as geographic features stored in layers; simple graphic elements drawn on a map are not acceptable.) CAD-based maps are acceptable only for design-related projects or as specified explicitly in the scope of work. Highly generalized (“blob”) maps may be delivered in editable graphic formats, but should be derived from OP’s base map information. Other information and documents shall

be provided in Microsoft Office 2003, Adobe Photoshop CS2, Adobe Illustrator CS2, Adobe InDesign CS2 or QuarkXPress formats. In all cases, data sets must be delivered with sufficient documentation for OP to be able to assess what they contain and to reuse them in subsequent efforts. Use of data delivered to OP should not be limited by third party license restrictions. Contractors are responsible for printing 5 copies of all required documents and a single copy of all required maps and graphics unless otherwise specified in the scope of work. All software or database development tasks and any use of non-standard graphics or presentation software must be reviewed by OP's Chief Information Officer.

C.1.2.2 Anacostia Waterfront Initiative Framework Plan: This plan provides a broad framework for development, environmental preservation and restoration, and support for existing communities along the Anacostia Waterfront.

C.1.2.3 Architecture & Planning Terms

C.1.2.3.1 Consultantural/Interior illustrations (also known as renderings or perspectives) are provided by the Contractor 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 Contractor 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:

C.1.2.3.2 Sketch Perspective: based on a 2-point perspective of a single building or interior with no background or environmental context, simple exteriors, elevations, etc.

C.1.2.3.3 Formal Illustrations: based on exteriors and perspectives of several buildings or interiors with environmental context site plans, etc.

C.1.2.3.4 Complex Presentation Illustrations: based on elaborate consultantural detailing with complex perspectives: cityscapes, aerial views, fully illustrated exteriors or interiors, etc.

C.1.2.3.5 Capital Space Initiative (draft report): A partnership between National Capital Planning Commission, National Park Service, DC Department of Parks & Recreation, and OP. Special attention should be paid to the case study of Lansburgh Park in SW.

C.1.2.4 Capitol Gateway Overlay District: This overlay zone covers the far eastern portion of the study area along South Capitol Street. It is designed to make South Capitol a grander boulevard and gateway to the US Capitol, and to spur new ground floor retail

C.1.2.5 Center City Action Agenda 2008: This document expands the definition of "Center City" and includes all of this study area. Its major recommendations for Southwest focus on issues of connectivity, specifically with downtown, the National Mall, the

SW Federal Center, and East Potomac Park. Improved linkage with transit is another priority.

- C.1.2.6 Development Plan and AWI Vision for the Southwest Waterfront:** This plan is guiding the development of the new neighborhood emerging along the Southwest Waterfront, setting guidelines for housing, office, retail, cultural and community space, as well as parkland. It will guide the creation of new zoning for the site in a process separate from this study. Though the developers of the SW Waterfront may seek changes to the small area plan, it will serve as the basis of analysis for future development on the site in this study. Zoning recommendations for the SW waterfront are NOT being considered in this study.
- C.1.2.7 District of Columbia’s 2006 Comprehensive Plan:** This plan provides the policy framework for the city’s growth, development, and investment for the next twenty years. The Lower Anacostia Waterfront/Near Southwest Area Element Plan includes this study area. The Comprehensive Plan identifies several general priorities for this area; a complete list is presented in Attachment B.
- C.1.2.8 Drawings:** graphic and pictorial documents depicting the design, location, and dimensions of the elements of a project. Drawings generally include, plans, elevations, sections, details, schedules and diagrams. When capitalized, the term refers to the graphic and pictorial portions of the contract documents.
- C.1.2.9 Feasibility study:** a detailed investigation and analysis conducted to determine the financial, economic, technical, or other advisability of a proposed project.
- C.1.2.10 Preliminary drawings:** drawings prepared during the early stages of the design of a project.
- C.1.2.11 Pro forma:** provided in advance in prescribed form. For example, a pro forma income statement is a projected or budgeted income statement (profit plan), which shows the effects of planned financial activity during a planning period as if the events had taken place as forecast. Pro formas are also commonly developed as part of real estate financial feasibility studies.
- C.1.2.12 Program (consultantural 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.1.2.13 Project cost:** total cost of the project, including construction cost, professional compensation, land costs, furnishings and equipment, financing, and other charges.
- C.1.2.14 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.1.2.15 Schematic design:** services in which the Contractor 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 Contractor also submits to the District a preliminary estimate of construction cost based on current area, volume, or similar conceptual estimating techniques.

- C.1.2.16 Schematic design documents:** drawings and other documents illustrating the scale and relationship of project components.
- C.1.2.17 Site:** geographic location of the project, usually defined by the legal boundary lines.
- C.1.2.18 Site analysis services (of the Contractor):** 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.1.2.19 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.1.2.20 Site development potential evaluation:** site analysis to accurately define the general development potential and market value of the property.
- C.1.2.21 SW Neighborhood Historic Preservation Surveys:** The D.C. Index of Places of Historic Interest (draft report 2008) identifies designated historic landmarks as well as properties considered eligible for historic landmark or district designation in the SW neighborhood. Supporting historic documentation includes the HPO-sponsored Southwest Survey, University of Maryland survey of Old Southwest, HPO historic building permits database, and draft National Historic Landmark nomination for The Plan of the City of Washington (L’Enfant-McMillan Plan).
- C.1.2.22 Three-dimensional models for massing studies:** digital or built model depiction a proposed building form at various scales. Massing studies should not replace or be interchanged with the task description for Contractorural illustrations. Unless the client request a digital consultantural 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

C.2.1 Current Environment

- C.2.1.1** The main boundaries of this study include the existing residential neighborhoods of Southwest, with the SE-SW Freeway to the north, P Street, SW to the south (including residential properties abutting the south side of P Street), the Washington Channel to the west, and South Capitol Street to the east. An area of secondary focus is Buzzard Point. See planning area boundary map in Attachment

- C.2.1.2** The existing zoning in Southwest was created in response to the results of the urban renewal efforts of the 1950s and 1960s that completely transformed the area’s building stock and urban layout. It is “reactive” zoning – the zoning categories that most closely fit what was already built were assigned to the various parcels. In a relatively small area there exists eleven zoning districts plus federal lands. They form a patchwork over the variety of existing townhouses, garden apartments and high rise apartments in the neighborhood.
- C.2.1.3** This study will lay the groundwork for creating “proactive” zoning expected to give stakeholders confidence in the future direction of the neighborhood. In addition, giving guidance to where new development can occur, the study shall also help establish guidelines for historic preservation based on the buildings, building types, urban design characteristics and open spaces the community values and wishes to preserve. The general transportation impacts of these decisions (preferred locations for new growth, reopening streets in the original L’Enfant plan, etc.), must also be analyzed and used to make final recommendations that minimize new congestion and maximize transit use.
- C.2.1.4** In addition to informing OP’s Zoning Review & Analysis, this project will lay the groundwork for a larger sustainability study for the greater SE-SW Waterfront area (essentially the entire area west of the Anacostia River and south of the SE-SW Freeway). The sustainability study will take a holistic look at development in this area, and make recommendations for coordinating development to maximize green technologies and building strategies, expand public transportation use and neighborhood walkability, and ensure access to daily needs for shopping, health and recreation.
- C.2.1.5** The DC Housing Authority (DCHA) owns three conventional public housing developments¹ totaling 902 units and housing more than 2,985 residents on 31.31 acres in the study area (about 3 persons/unit). The DCHA is moving from developments that are concentrations of poor to mixed income communities. In December of 2006 the Board of Commissioners adopted a set of principles to govern the manner in which this transformation of its properties would occur that would give the residents of these properties more certainty about the future of their homes. This study will take a special look at these DCHA properties in terms of current uses and zoning, how future zoning may accommodate mixed-income redevelopment while avoiding permanent displacement of current residents.
- C.2.1.6** OP will compile an existing conditions report that will include basic history of the SW neighborhood, a general description of existing uses, community assets and challenges, an index of community organizations and leaders, and maps depicting current zoning and existing buildings

¹ Greenleaf Gardens, senior and extension, James Creek and Syphax Gardens

C.2.2 Planning and Economic Development Context

There are several plans and overlays the Contractor team should be familiar with in approaching the project. The Comprehensive Plan has specific guidelines for the Southwest Waterfront and other targeted properties such as the former Waterside Mall, but offers only general guidance for the remaining residential community. The Comprehensive Plan also calls for a small area plan at Buzzard Point. This study will only include Buzzard Point as an area of secondary focus. Community ideas for this area should be recorded, but not actively analyzed.

C.2.2.1 Key Assets & Opportunities

The following represent key assets and opportunities regarding the performance of the required services:

- a. Very active and engaged community
- b. Existing community committee that has conducted successful consensus building meetings with area residents
- c. Proximity to new waterfront development, ballpark, public transit and other resources
- d. DHCA-owned properties
- e. Developer interest

C.2.3 Development Opportunities

Part of this study will involve working with existing plans and the community to identify appropriate spots for new development. An equal part will involve identification of areas not appropriate for new development. Generally, significant new development is not expected in the residential core, but is more likely to occur at Buzzard Point to the south. A future small area plan will be conducted for Buzzard Point within the next 2-3 years. This plan may solicit general suggestions from the public about future land use at Buzzard Point to lay the groundwork for this small area plan. There is also a great deal of underutilized space at DCHA properties that could better contribute to the safety and well being of the community. There is an opportunity for strategic redevelopment of some of these areas. Current projects under development in the planning site area include the former Randall School at 65 I Street, SW, the former Waterside Mall at 401 M Street, SW, Marina View Towers at 1100 6th Street, SW, and St. Matthew's Church at 222 M Street, SW.

C.3 REQUIREMENTS

The Contractor shall work collaboratively with the OP staff, DC government agencies, community stakeholders and the Council throughout the planning process, support and participate in a series of public meetings and internal team coordination meetings to create a shared vision for action and implementation of SW Zoning Plan, synthesize and review available materials and studies provided by the OP as indicated to accomplish the tasks and create the deliverables described below. The Contractor shall perform the following specific tasks:

C.3.1 TASK 1 - BUILDING STOCK SURVEY & ZONING ANALYSIS

The Contractor shall collect data for each square and lot on heights, usage, number of housing units, housing type, etc. The Contractor shall then compare this data to what is allowable under existing zoning regulations. To address at a minimum the following issues:

- a. Does existing zoning allow for sufficient additional density to eventually induce redevelopment in places?
- b. Does it restrict growth and change in places?
- c. What is the expected future demand for residential, commercial and recreational use in the study area, given expected development and market demand in the wider area?
- d. If redevelopment demand remains strong in SW, what would existing zoning allow to occur?
- e. What changes to zoning, if any, might be necessary to make new development financially feasible where it is deemed desirable?

C.3.1.1 Existing Buildings and Open Space Survey

OP will conduct a survey on the existing buildings and open spaces in the study area. The survey will include the following information listed by square:

- a. Number of buildings, and total square footage and height for each
- b. Age of each building
- c. Zoning for each building, building uses, and square footage per use
- d. For residential buildings: number of housing units, housing typology, number of bedrooms per unit, and tenure (rental or type of ownership structure)
- e. Square footage of open space
- f. Uses of remaining square footage (surface parking, driveways, etc.)
- g. Historic potential of buildings and open spaces

C.3.1.1.1 Preliminary Building Stock Survey Data Report

The Contractor shall review the survey and the survey findings and finalize the findings by filling in any remaining gaps and completing the preliminary building stock survey data report. In completing the survey report, the Contractor shall utilize

existing data, plans, and studies prior to undertaking new research and conduct a site visit of the planning area and in-person surveys to fill in gaps as necessary.

C.3.1.2 Building Stock Survey Analysis

The Contractor shall analyze the match between allowable height and density under existing zoning with the height and density of actual buildings and list any structures that do not conform to zoning and describe any areas in which zoning allows for greater height and density than what exists

C.3.1.3 Market Analysis Report

The Contractor shall conduct a market analysis for the study area and the surrounding neighborhoods and considering the Future Land Use Map of the Comprehensive Plan, particularly for areas of higher density, mixed-use growth such as Buzzard Point and the Capitol Riverfront (Near Southeast), prepare a market analysis report to include at a minimum the following:

- a. Determine future market demand (next 5 years, 10 years, 20 years) for residential, commercial and retail in the study area and the surrounding market area.
- b. Analyze expected development (proposed, planned or under construction over the next 5 years, 10 years, 20 years) for residential, commercial and retail in the surrounding market area.
- c. Analyze areas where market pressures plus zoning are likely to naturally encourage redevelopment
- d. Estimate how much of the demand within the surrounding market area is likely to be accommodated outside the study area
- e. Work closely with the DCHA planning staff on the implications of zoning and market pressures on DCHA's desire for transforming its communities.

C.3.1.4 OP Inputs

In addition to the survey discussed in C.3.1.1, OP will provide the following inputs:

- a. Existing conditions report including basic history of the SW neighborhood, a general description of existing uses, community assets and challenges, an index of community organizations and leaders, and maps depicting current zoning, future land use, existing buildings, etc.
- b. OP will begin the building survey described in C.3.1.1 before this contract is awarded. As described above, the Contractor shall fill any gaps that may remain upon the official start of their services.
- c. OP will provide demographic information and GIS mapping files upon request, on top of those provided in the existing conditions report. Previous planning studies are available online at www.planning.dc.gov.
- d. OP will be responsible for facilitating coordination with DCHA for this task.

C.3.1.5 Task 1 Deliverables

The Contractor shall complete the following deliverables in connection with the completion of Task 1:

- a. Completion of the preliminary building stock survey data (5 hard copies & electronic) (C.3.1.1)
- b. Preliminary analysis of the match between zoning and existing buildings (5 hard copies & electronic) (C.3.1.2)
- c. Market analysis report (C.3.1.3)
- d. Illustrative maps, diagrams, and charts. Base maps provided by OP shall include current zoning, future land use, and existing buildings. The Contractor shall show areas where zoning provides significantly more density than existing buildings. The Contractor shall prepare maps, diagrams, and charts in accordance with C.1.2.1. These maps shall be separate from the Market Analysis.

C.3.2 TASK 2 - COMMUNITY VISIONING AND CITY GOALS COORDINATION

The Contractor shall note the following with regards to the community visioning and city goals for inclusion in the Plan based on public input:

- a. Community and City Goals - There will be a public discussion about the results of the building stock survey (C.3.2.1) including addressing such questions as what areas or aspects of the neighborhood should be preserved, where should new growth be targeted, are there other City goals that can be met by strategic redevelopment. Community desires must be balanced with priorities set by the Comprehensive Plan, AWI framework plan, Center City Action Agenda, and other citywide initiatives and priorities.
- b. Historic Preservation - The Southwest community is seriously considering historic designation for several buildings in the neighborhood, and will possibly seek historic district status for some areas. While this process must remain a community-driven one, OP's Historic Preservation staff can help in guiding community discussions regarding what aspects of the neighborhood or specific buildings are most valued. New zoning has the potential to fit more precisely with existing buildings and urban patterns the community desires to preserve. Even if a historic district does not materialize, zoning can be used to help protect the existing character of the neighborhood and guide any development appropriately.
- c. Open Space and Recreation – While open space is expected to be discussed in the context of historic preservation, if this becomes a prominent theme for the community, it may warrant its own study.

C.3.2.1 Public Kick-Off Meeting

The Contractor shall conduct a public kick-off meeting to inform public of the planning process, bring together all partner agencies for informational updates on their work, conduct initial community survey to make sure we are covering all

relevant topics. Contractor shall provide information, visuals for the power point or display boards and be asked to participate in presentations and break out groups.

C.3.2.2 Community Visioning Public Meetings

The Contractor shall utilize the data reviewed and obtained during the completion of Task 1 (C.3.1) and in consultation with OP, conduct two (2) community visioning public meetings with neighborhood stakeholders to discuss community goals for future growth and preservation in the study area.

C.3.2.2.1 The Contractor shall develop at a minimum the following materials and information for use at the community visioning public meetings:

- a. A welcome presentation summarizing project purpose, timeline, content of existing plans and initial analysis of existing conditions
- b. A handout to summarize the findings from Task 1 (C.3.1)
- c. A handout to present the objectives and guidance obtained from the review, study and analysis of existing plans in a summary handout

C.3.2.2.2 The Contractor shall solicit public feedback on the following:

- a. Where future growth is most appropriate and what uses (residential, commercial, retail, community/recreation, etc.) and heights are preferred.
- b. What aspects of the neighborhood are most threatened by development pressures, and what should be preserved (in terms of specific buildings and open spaces, types of buildings, and aspects of the urban form)
- c. Initial ideas for DCHA properties and mixed income goals from DCHA, DCHA residents and the general community
- d. Transportation concerns

C.3.2.2.3 The Contractor shall set up and facilitate group discussions at stations to address the categories listed below. The Contractor shall split attendees into groups, circulate the groups through each of the four stations for a specific amount of time, and facilitate the development of consensus among attendees regarding the issues associated with each of the categories below.

- a. Future Growth
- b. Historic Preservation
- c. DCHA properties
- d. Transportation

C.3.2.2.4 The Contractor shall conduct the two (2) community visioning public meetings on two different days to ensure that public participation in the planning process is maximized to fullest extent possible.

C.3.2.3 Community Survey

The Contractor shall prepare a community survey to solicit feedback on the topics listed in C.3.2.2.1 from community and neighborhood stakeholders unable to attend the community visioning meetings. The Contractor shall create electronic versions of the survey that can be e-mailed or posted on community listservs. These surveys should reflect the points of the facilitated small group discussions.

- C.3.2.3.1** The Contractor shall compile the feedback from the community visioning meetings and community surveys including at a minimum a summary of the public consensus points findings from the community visioning meetings, a summary of the feedback obtained from the community surveys, a log of all written comments received, highlights and/or majority preferences identified, potential conflicts with existing plans into a public comment report. The Contractor shall prepare a community feedback report that aggregates all responses received and information obtained during the community visioning and city goals coordination task.

C.3.2.4 OP Inputs

OP will provide the following inputs:

- a. Conduct a thorough review of existing plans and zoning overlays for the Southwest neighborhood (see below) and compile a report and presentation materials summarizing these plans as they relate to the study area.
- b. OP will provide the following reports or studies:
 1. Comprehensive Plan (including the Lower Anacostia Waterfront/Near Southwest Area Element)
 2. Capitol Gateway Overlay District (which covers the far eastern portion of the study area along South Capitol Street – will also be analyzed as part of OP’s Zoning Review and Analysis)
 3. AWI Framework Plan
 4. Development Plan and AWI Vision for the Southwest Waterfront
 5. Center City Action Agenda 2008
 6. Index of Places of Historic Interest for SW (draft report)
 7. Any initial study information DCHA can provide (at DCHA’s discretion)
 8. Other Plans as determined relevant by other DC agencies
- c. Create handouts summarizing the findings from Task 1 (C.3.1) and objectives and guidance from existing plans to be distributed at public meetings.
- d. Provide copies of any existing plans not available online
- e. Review of all deliverables prior to public meetings
- f. OP will secure meeting space and AV equipment
- g. OP will create and distribute all advertising for meetings
- h. Staff from the OP Historic Preservation Office will be on hand to review survey questions related to preservation, and to help facilitate preservation discussions at the public meetings.
- i. Staff from the DCHA will be on hand to review survey questions related to their properties, and to provide information at the public meetings (and possibly help facilitate discussions). OP will be responsible for facilitating coordination with DCHA for this task. The Contractor shall take into consideration input from DCHA in developing the deliverable for this task.

C.3.2.5 Task 2 Deliverables

The Contractor shall complete the following deliverables in connection with the completion of Task 2:

- a. Kick-off meeting materials and presentation (C.3.2.1)
- b. Community visioning materials (C.3.2.2.1)
- c. Community survey (C.3.2.3)
- d. Public Comment Report on compiled survey results and analysis of consistency with existing plans (C.3.2.3.1)

C.3.3 TASK 3 - TRANSPORTATION ANALYSIS

A more in depth transportation and traffic impact analysis will be addressed in the future SE-SW Waterfront Sustainability Plan. The Contractor shall consider transportation issues in a sense of how changes to zoning might increase parking and traffic flow issues in the neighborhood. and analyze general impacts of zoning on traffic including what areas of the neighborhood could best absorb traffic generated by new uses and best take advantage of public transportation, consider walkability and other issues to lessen traffic impacts.

C.3.3.1 Transportation Analysis Report

C.3.3.1.1 The Contractor shall coordinate with the District’s Department of Transportation (DDOT) in the completion of the transportation analysis and the transportation analysis report (C.3.3.1.2).

C.3.3.1.2 The Contractor shall prepare a transportation analysis report to include at a minimum the following:

- a. A review existing transportation-related plans and studies, including:
 1. 11th Street Bridges EIS (Applicable Document #7)
 2. 14th Street Bridge Corridor EIS (Applicable Document #
 3. Ballpark Transportation Operations & Parking Plan (TOPP) (Applicable Document #
- b. Community preferences for future development identified in Task 2 (C.3.2) and stipulations in existing land use plans and transportation plans/studies (C.3.3.1). Determine the broad impacts of future land use and infrastructure and roadway changes on traffic. This analysis shall:
 1. Identify sites in the study area that are best situated to absorb traffic generated by new uses, in terms of access to public transit, road capacity, etc.
 2. Project traffic growth in the study area under a “no-build” scenario
 3. General trip generation range for new development, and analysis of this impact compared to new traffic expected in an “existing conditions” scenario.

4. Review the existing transit network and identify opportunities for intermodal connections
5. Evaluate development opportunities in the context of supporting a future transit corridor on Maine Avenue and M Street
6. Highlight opportunities to reconnect fine grain streets, alleys, and pathways, in order to accommodate building services and improve neighborhood access (particularly for pedestrians and bicycles).
7. Develop Transportation Demand Management targets for development in the Southwest community.
8. Steer development in a manner that maximizes the relevance and facility of the Anacostia Riverwalk Trail.
9. Consider using zoning tools to minimize curb cuts and locate loading and vehicular access facilities to the rear or interior of sites, especially on commercial corridors and arterial roadways.
10. Identify any general transportation concerns that may arise from expected future land uses and infrastructure/roadway changes.
11. Provide general recommendations for topics of further study in the SE-SW Waterfront Sustainability Plan or elsewhere.

C.3.3.1.3 The Contractor shall develop a handout to summarize the transportation analysis report for use in public meetings and obtaining feedback for the draft and final community feedback reports as described in C.3.4.2 and C.3.5.2 respectively.

C.3.3.2 Inputs from OP

OP will facilitate the required coordination with DDOT for this task.

C.3.3.3 Task 3 Deliverables

The Contractor shall complete the following deliverables in connection with the completion of Task 3:

- a. Transportation Analysis Report (C.3.3.1.2)
- b. Transportation Analysis Report summary handout (Task 3.3.1.3)

C.3.4 TASK 4 - COMMUNITY FEEDBACK REPORT (DRAFT)**C.3.4.1 Community Feedback Report Draft**

The Contractor shall utilize the data and analysis obtained or developed as a result of completing the required services and tasks described in C.3.1, C.3.2, and C.3.3 and in consultation with OP, prepare a draft report to include the following:

- a. Study area background and summary of existing plans (C.3.1)
- b. Results of market analysis (C.3.1.1.3)
- c. Results of transportation analysis (C.3.3)
- d. Analysis of community preferences for preservation (buildings, open spaces, urban design features, etc.), and general recommendations for preservation zoning tools. Take into account initial report from the Historic Preservation Office and any guidance they provide during the planning process and in the development of the report. (C.3.2)
- e. Recommendations on the best options for focusing future development based on all other work to date (C.3.1, C.3.2, and C.3.3) utilizing the following three scenarios:
 1. Expected areas of new development or redevelopment under a “no zoning change” scenario
 2. Expected areas of new development or redevelopment and needed FAR if ALL future demand is to be accommodated
 3. A third scenario showing development and needed FAR in the BEST locations based on existing plans, community preferences, market feasibility and general transportation impacts
- f. Elaboration of the above recommendations for DCHA properties. DCHA properties should be treated as opportunity sites for mix-income redevelopment and should be analyzed as such in the report. in the study area taking into account any initial input and reports from DCHA. Contractor may require an in person meeting with DCHA to determine their goals for the DCHA owned properties in the area. and any guidance they provide during the planning process and in the development of the report (C.3.1, C.3.2, and C.3.3)
- g. Maps illustrating each of the above (C.3.1, C.3.2, and C.3.3)

C.3.4.2 Draft Report Public Meeting

The Contractor shall participate in a public meeting led by OP to present the draft report and solicit feedback from community stakeholders.

- C.3.4.2.1** The Contractor shall create and provide a visually compelling presentation in digital format of the findings that summarize the study components and draft community feedback report. Presentation shall be in PowerPoint or other presentation program compatible with OP software, and include illustrative maps and renderings/sketches as needed. Materials shall be provided in digital format.

C.3.4.2.2 The Contractor shall develop a community survey to solicit further feedback on the draft report. The Contractor shall create an electronic version of the community survey to be e-mailed and posted on appropriate community listservs in order to solicit feedback on the draft community report from community stakeholders unable to attend the draft report public meeting.

C.3.4.2.3 The Contractor shall compile feedback from the draft report public meeting and community surveys into a public comment report of the draft report. The public comment report shall provide a summary of the feedback obtained at the draft report public meeting and community surveys, highlighting public consensus points and/or highlight points of consensus or majority preferences.

C.3.4.3 Inputs from OP

OP will provide the following inputs:

- a. Review and approval of all deliverables prior to public meetings
- b. Secure meeting space and AV equipment
- c. Create and distribute all advertising for meetings
- d. Provide staff from the OP Historic Preservation Office to review preservation sections of the report.
- e. Provide staff from DCHA to review sections of report relevant to their properties.
- f. Provide staff from DDOT to review the draft Transportation Analysis Report from Task 3 before it is incorporated into the draft report.

C.3.4.4 Task 4 Deliverables

The Contractor shall complete the following deliverables in connection with the completion of Task 4:

- a. Draft Report (C.3.4.1)
- b. Draft Report public meeting presentation materials (C.3.4.2.1)
- c. Draft Report community survey (C.3.4.2.2)
- d. Public Comment Report (C.3.4.2.3)

C.3.5 TASK 5 COMMUNITY FEEDBACK REPORT (FINAL)

The Contractor shall produce a final report that synthesizes the findings of all of the components described above in Tasks 1 – 4 and lay out a framework for future zoning and development. The report shall NOT recommend specific zoning changes or historic designations, but rather shall be used by OP staff to inform new zoning for the neighborhood.

C.3.5.1 Final Report – Revisions

The Contractor shall revise the draft report (C.3.4.1) based on feedback from the community, OP, DCHA, HPO and DDOT to create a final report document containing study findings and any recommendations.

C.3.5.2 Final Report Public Meeting

The Contractor shall participate in a public meeting led by OP to present the final report and solicit feedback from community stakeholders.

C.3.5.2.1 The Contractor shall modify the draft report presentation (C.3.4.2.1) to provide the presentation material for the final report community meeting.

C.3.5.2.2 The Contractor shall develop a community survey to solicit further feedback on the final report. The Contractor shall create an electronic version of the community survey to be e-mailed and posted on appropriate community listservs in order to solicit feedback on the final community report from community stakeholders unable to attend the draft report public meeting.

C.3.5.2.3 The Contractor shall compile the community feedback from the final report public meeting and community surveys. There shall be a summary of small group discussion from meetings and surveys and a written report that aggregates these responses. The report shall also highlight public consensus points and/or highlight points of consensus or majority preferences. In consultation with OP, incorporate feedback into the draft report.

Revise the presentation of findings from Task 4, highlighting any updates/changes. Presentation shall be in PowerPoint or other presentation program compatible with OP software, and include illustrative maps. Materials shall be provided in digital format.

C.3.5.3 Final Report Revisions

The Contractor shall make any final, limited revisions to the final report in consultation with OP.

C.3.5.4 Inputs from OP

OP will provide the following inputs:

- a. Review and approval of all deliverables prior to the public meeting
- b. OP will secure meeting space and AV equipment
- c. OP will create and distribute all advertising for meetings
- d. Staff from the Historic Preservation Office will review preservation sections of the report.
- e. Staff from DCHA will review sections of report relevant to their properties.
- f. Staff from DDOT will review the transportation section of the report

C.3.5.5 Task 5 Deliverables

The Contractor shall complete the following deliverables in connection with the completion of Task 5:

- a. Final Report - 20 bound color copies of final document - Two (2) electronic copies
- b. Final Report public meeting presentation materials (C.3.5.2.1)
- c. Final Report community survey (C.3.5.2.2)
- d. Final Report public comment report (C.3.5.2.3)
- e. Final Report (C.3.5.3)

**SECTION D
PACKAGING AND MARKING**

This section is not applicable to this procurement.

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 (Attachment J.1).

SECTION F
DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of twelve months from date of award specified on the cover page of the contract.

F.2 RESERVED**F.3 DELIVERABLES**

The Contractor shall complete the required services and perform the tasks necessary to deliver the following deliverables to the COTR in accordance with the due dates provided below:

No.	Deliverable	Qty/Format/Method of Delivery	Due Date
1	Preliminary building stock survey data as described in C.3.1.1	5 hard copies and 1 electronic copy	4 weeks from date of award
2	Preliminary analysis of the match between zoning and existing buildings as described in C.3.1.2	5 hard copies and 1 electronic copy	4 weeks from date of award
3	Market Analysis Report as described in C.3.1.3	5 hard copies and 1 electronic copy	4 weeks from date of award
4	Illustrative maps, diagrams, and charts. Base maps provided by OP will include current zoning, future land use, and existing buildings. The Contractor shall show areas where zoning provides significantly more density than existing buildings.	5 hard copies and 1 electronic copy	4 weeks from date of award
5	Kick-off meeting materials and presentation as described in C.3.2.1	Hard copies as needed and 1 electronic copy of all meeting materials and presentations	4 weeks from date of award
6	Community Visioning Meeting materials as described in C.3.2.2.1	Hard copies as needed and 1 electronic copy	6 weeks from date of award
7	Community survey as described in C.3.2.3	Hard copies as needed and 1 electronic copy	7 weeks from date of award

No.	Deliverable	Qty/Format/Method of Delivery	Due Date
8	Public Comment Report on compiled survey results and analysis of consistency with existing plans as described in C.3.2.3.1	5 hard copies and 1 electronic copy	8 weeks from date of award
9	Transportation Analysis Report as described in C.3.3.1.2	5 Hard copies and 1 electronic copy	11 weeks from date of award
10	Transportation Analysis Report summary handout as described in C.3.3.1.3	Hard copies as needed and 1 electronic copy	
11	Draft Community Feedback Report as described in C.3.4.1	5 Hard copies and 1 electronic copy	12 weeks from date of award
12	Draft Report public meeting presentation materials as described in C.3.4.2.1	Hard copies as needed and 1 electronic copy	12 weeks from date of award
13	Draft Report community survey as described in C.3.4.2.2	Hard copies as needed and 1 electronic copy	12 weeks from date of award
14	Draft Report Public Comment Report as described in C.3.4.2.3	5 Hard copies and 1 electronic copy	12 weeks from date of award
15	Final Report public meeting presentation materials as described in C.3.5.2.1	Hard copies as needed and 1 electronic copy of all meeting and presentation materials	13 weeks from date of award
16	Final Report Community Survey as described in C.3.5.2.2	Hard copies as needed and 1 electronic copy	14 weeks from date of award
17	Final Report Public Comment Report as described in C.3.5.2.3	1 Hard copy and 1 electronic copy	14 weeks from date of award
18	Final Community Feedback Report	20 Hard copies and 1 electronic copy	16 weeks from date of award

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. 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 monthly upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted.

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:

James H. Marshall
Office of Contracting and Procurement

441 4th Street, NW, Room 700 South
Washington, DC 20001
202 724-4197
jim.marshall@dc.gov

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:

Melissa Bird
Office of Planning
801 N Capitol St NE #4000
Washington, DC 20002
(202) 442-7600
Melissa.bird@dc.gov

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement (Attachment J.4) 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 2005-2103 Rev. No. 6 dated May 29, 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.2 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.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;
 - a. Number of new job openings created;
 - b. Number of job openings listed with DOES;
 - c. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - d. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
3. Name;
4. Social Security number;
5. Job title;
6. Hire date;
7. Residence; and
8. 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 DISTRICT RESPONSIBILITIES

The OP through the COTR will provide the inputs as described in C.3.1 District will:

H.10 RESERVED

H.11 WAY TO WORK AMENDMENT ACT OF 2006

H.11.1 Except as described in Section H.11.8 below, 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 one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

H.11.2 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.11.3 Contractor shall include in any subcontract for fifteen thousand dollars (\$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.11.4** 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.11.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.5 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.6 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.11.6** 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 fifteen thousand dollars (\$15,000) or more under the Contract.
- H.11.7** 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.11.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.11.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.11.8.2** 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;
- H.11.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.11.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.11.8.5** 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;
- H.11.8.6** An employee under twenty-two (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 twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.11.8.7** 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;

- H.11.8.8 Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.11.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 and are incorporated as part of the this solicitation as Attachment J.1.

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 shall be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated

therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required

certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- a. Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed by it, its employees and subcontractor(s), that it carries in its own behalf, owner's and contractor's, \$1,000,000.00 limits per occurrence; \$1,000,000.00 per aggregate
- b. Automobile Liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- c. Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to the Contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- d. Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).
- e. Professional Liability: The Contractor shall carry professional liability. The policy shall provide coverage of \$1,000,000.00 per wrongful act; and \$1,000,000.00 aggregate per wrongful act.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

SECTION J
LIST OF ATTACHMENTS

The following list of attachments are incorporated into the RFP by reference and made a part of the RFP in the order of priority described in I.10.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.2	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 06 dated May 29, 2008
J.3	Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
J.5	District of Columbia Living Wage Notice
J.6	District of Columbia Living Wage Fact Sheet
J.7	Site Map
J.8	District of Columbia Comprehensive Plan Relevant Policies and Actions
J.9	Tax Certification Affidavit
J.10	Past Performance Evaluation Form
J.11	Cost/Price Data Certification and 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 subcontractors. (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);

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

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.9.

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 five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". 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-2009-R-1412**". The narrative sections of each volume shall be formatted as follows:

- a. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper;
- b. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed; and
- c. Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. 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 Section C.

L.2.1 TECHNICAL PROPOSAL

L.2.1.1 Technical Approach

L.2.1.1.1 Narratives

- a. The Offeror shall provide a written narrative to describe Offeror's understanding of the technical components of the requirements and an awareness of the scope and complexity of services to be provided;

- b. The Offeror shall provide a written narrative to describe the Offeror’s methodologies and approaches to be used to accomplish the technical components of the requirements described in C.3. The Offeror’s proposed methodologies and approaches shall comprehensively cover all technical requirements and address the following:
 - 1. Recognize and address potential issues associated with providing the services to be provided;
 - 2. Identify specific creative and innovative features of the services the Offeror proposes and the expected benefits to be derived from these features;

L.2.1.1.2 Attachments

- a. Proposed project calendar to include project milestones in a Gantt chart or similar format reflecting the successful completion of the required services as described in C.3 in the time frame required and described in F.3.

L.2.1.2 Past Performance

L.2.1.2.1 Narratives

- a. The Offeror shall describe the extent of Offeror’s expertise in performing building stock survey and zoning analysis, conducting community visioning and coordinating city goals, conducting a transportation analysis, and developing a draft and final community reports similar in size (value) and scope (complexity) to the requirements described in C.3;

L.2.1.2.2 Attachments

- a. The Offeror shall provide the following reference information for all contracts in which the Offeror has performed work either as a prime or subcontractor similar in size and scope in the past five (5) years:
 - 1. Name of contracting activity;
 - 2. Contract number;
 - 3. Contract type;
 - 4. Contract duration (or Period);
 - 5. Total contract value;
 - 6. Description of work performed including a description of any major problems encountered in performing the contract and corrective actions taken;
 - 7. Project Manager’s Name, Address and Telephone;
- b. Offeror shall provide a complete Past Performance Evaluation Form (Attachment J.10) for a minimum of three (3) business reference listed in L.2.1.2 b above.
- c. Offeror shall provide a sample of written and graphic material similar in size and scope of those described in Section C.3 that has been completed by the offeror or principal of the offeror.

L.2.1.3 Technical Expertise**L.2.1.3.1 Narratives**

- a. The Offeror shall provide a narrative description of the qualifications of the team members, including the team leader or principal. The narrative shall provide details of the Offeror's lessons learned and resulting actions that led to improved and the successful completion of contract requirements similar in size and scope as the requirements described in Section C.3;
- b. The Offeror shall provide a narrative to describe the Offeror's quality assurance plan, system to track deliverables, and the scheduling, coordination and documentation of the requirements.

L.2.1.3.2 Attachments

- a. The Offeror shall provide an organizational chart showing:
 1. The names and positions of Offeror's employees who will provide or contribute to the services to be performed under the contract, including, at a minimum;
 2. Subcontractors that will be performing services for Offeror under the contract. ; and
 3. The reporting lines and accountability among Offeror's staff and subcontractors as applicable.
- b. The resumes of the staff and subcontractors you consider to be key personnel on this project. If a key personnel position is currently vacant, provide a job description.
- c. Copy of all subcontracting and teaming arrangements

L.2.1.3 REPRESENTATIONS AND CERTIFICATIONS

Offeror shall complete the following representations and certifications:

- a. Certificate of Insurance demonstrating evidence of insurance coverage as described in I.8;
- b. Equal Employment Opportunity Policy Statement (Attachment J.3);
- c. First Source Employment Agreement (Attachment J.4);
- d. Tax Certification (Attachment J.9);
- e. Certification of Independent Price Determination (K.6); and
- f. Legal Status of Offeror (L.17)

L.2.2 PRICE PROPOSAL

Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- a. Cover Letter
- b. Completed Price Schedule (B.3)

- c. Offeror shall complete and provide the Cost/Price Data Certification provided in Attachment J.11
- d. Contract Budget and Cost and Price Data Attachment J.11 that includes a breakdown of the total number of hours spent by each project team member on each task in the scope of work, the total number of hours per task, and the total number of hours for the entire project and includes a cost breakdown for public meetings in their proposals.

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

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 pm December 9, 2008**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.3.3 POSTMARKS

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

L.3.4 LATE MODIFICATIONS

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

L.3.5 LATE PROPOSALS

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **15** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **15** 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, James H. Marshall at 724-4197 or jim.marshall@dc.gov 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, James H. Marshall at 724-4197 or jim.marshall@dc.gov 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, James H. Marshall at 724-4197 or jim.marshall@dc.gov 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 period prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit a certificate of insurance providing evidence of the required coverage as specified in Section I.8 in its technical proposal.

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 and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. 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:

Numeric Rating	Adjective	Description
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 factor has a point evaluation of 0 to 20 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the factor, the score for the factor is 16 (4/5 of 20). The factor scores will be added together to determine the total technical score.

M.3 EVALUATION STANDARDS

M.3.1 TECHNICAL APPROACH

This factor considers the Technical Approach the Offeror will use to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror’s proposed technical plan, including the offeror’s description of service delivery. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services. The standard is met when the Offeror comprehensively addresses the Offeror’s

technical approach to completing the required services and includes the information requested in Section L.2.1.1.

M.3.2 PAST PERFORMANCE

This factor considers the offeror’s past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror’s performance. The standard is met when the Offeror provides a complete description of the Offeror’s experience and past performance and includes the information requested in Section L.2.1.2.

M.3.3 TECHNICAL EXPERTISE

This factor considers the technical expertise of the offeror to perform the District’s requirements as described in Section C of this solicitation. This factor encompasses all components of the Offeror’s staff and staff related activities including the offeror’s organizational structure, the qualifications and expertise of the offeror’s proposed staff. This factor considers the importance of the interrelationships of each staff component toward successfully performing the required services described in C.3. The standard is met when the Offeror provides a complete description of the Offeror’s staff and staff expertise experience and includes the information requested in Section L.2.1.3.

M. 4 EVALUATION CRITERIA

TECHNICAL EVALUATION FACTORS	
0 – 80 POINTS	
EVALUATION FACTOR	POINT VALUE
TECHNICAL APPROACH	0 – 40 POINTS
PAST PERFORMANCE AND PREVIOUS EXPERIENCE	0 – 20 POINTS
TECHNICAL EXPERTISE	0 – 20 POINTS
PRICE EVALUATION	
0 – 20 POINTS	
PRICE	0 – 20 POINTS
PREFERENCE POINTS (as described in M.6.1)	
0 – 12 POINTS	
PREFERENCE POINTS	0 –12 (MAXIMUM)

SMALL BUSINESS ENTERPRISE (SBE)	3 POINTS
RESIDENT OWNED BUSINESS (ROB)	3 POINTS
LONGTIME RESIDENT BUSINESS (LRB)	10 POINTS
LOCAL BUSINESS ENTERPRISE (LBE)	2 POINTS
DISADVANTAGED BUSINESS ENTERPRISE LOCATED IN AN ENTERPRISE ZONE	2 POINTS
DISADVANTAGED BUSINESS ENTERPRISE (DBE)	2 POINTS

M.5 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.6 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE \ (SUPPLIES AND SERVICES)

M.6.1 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE

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

M.6.1.1 General Preferences

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

M.6.1.1.1 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (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.6.1.1.2 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.6.1.1.3 Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

- M.6.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (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.6.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.2 APPLICATION OF PREFERENCES

The preferences shall be applicable to prime Contractors as follows:

- M.6.2.1** 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 (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.6.2.2** 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 (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.6.2.3** 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 (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.6.2.4** 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 (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.6.2.5** 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 (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.6.2.6** 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 (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.6.3 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 one hundred (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.6.4 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.6.5 VENDOR SUBMISSION FOR PREFERENCES

M.6.5.1 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.6.5.1.1 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.6.5.1.2 Evidence of the vendor's or joint ventures 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.6.5.2 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.6.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.