



**ITEM No.1, Section B.4**

**DELETE: In its entirety**

**INSERT:**

- B.4** Any offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

**ITEM No. 2, Section H.9**

**DELETE: In its entirety**

**INSERT:**

**H. 9 Mandatory Subcontracting Requirements**

- H.9.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H. 9.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of the preceding paragraph, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1 and H.9.2.

**H.10. Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.

The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- H. 10.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H. 10.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H. 10.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H. 10.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H. 10.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H. 10.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit

periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

- H.10.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.10.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

**H. 11 Compliance Reports**

By the 21<sup>st</sup> of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- H.11.1** The dollar amount of the contract or procurement;
- H.11.2** A brief description of the goods procured or the services contracted for;
- H. 11.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- H. 11.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H. 11.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H. 11.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section H.9; and
- H. 11.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section H.9.

**H. 12 Enforcement and Penalties for Breach of Subcontracting Plan**

- H. 12.1** If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H. 12.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H. 12.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**ITEM No. 3, Section H.10 "District Responsibilities"**

**DELETE: In its entirety**

**INSERT: H.13 "District Responsibilities"**

The District will provide the following upon request from the contractor:

- 1.) GIS mapping files, however; the contractor shall state GIS needs in their proposal.
- 2.) An Inventory of existing businesses along the corridor and other existing conditions data.
- 3.) Previous planning studies for consultants review and use are available at [www.planning.dc.gov](http://www.planning.dc.gov)

**ITEM No. 4, Section H.11 “Contractor Responsibilities”**

**DELETE: In its entirety**

**INSERT: H.14 “Contractor Responsibilities”**

The DC Office of Planning (OP), uses Adobe InDesign CS2 (some machines also have InDesign CS3) and Quark Express for desktop publishing. Contractors wishing to exchange maps and data effectively with OP should plan to use ESRI ArcMap 9.2 or equivalent GIS software. OP will provide base mapping and other data in ESRI shapefile or geodatabase formats; CAD-format data will be provided only for design-related projects or as specified explicitly in the scope of work. All maps, data, and documents developed for OP must be delivered in acceptable electronic formats. OP prefers maps in ESRI ArcMap format; at minimum, spatial information developed for OP should be delivered in ESRI shapefiles or in comparable geodatabase formats. (Note: key map information must be delivered as geographic features stored in layers; simple graphic elements drawn on a map are not acceptable.) CAD-based maps are acceptable only for design-related projects or as specified explicitly in the scope of work. Highly generalized (“blob”) maps may be delivered in editable graphic formats, but should be derived from OP’s base map information. Other information and documents should be provided in Microsoft Office 2003, Adobe Photoshop CS2, Adobe Illustrator CS2, Adobe InDesign CS2 or QuarkXPress formats. In all cases, data sets must be delivered with sufficient documentation for OP to be able to assess what they contain and to reuse them in subsequent efforts. Use of data delivered to OP should not be limited by third party license restrictions. Contractors are responsible for printing five 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.N/A