SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
LEASE AUDIT SERVICES (Contingency)	1	49

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCCF-2009-B-0175	X Sealed Bid (IFB) Sealed Proposals (RFP) Sole Source Human Care Agreements Emergency	6/24/2009	X Open Set Aside Open with Sub-Contracting Set Aside

7. Issued By:
Office of Contracting and Procurement
Financial Legal Consulting Group
441-4th Street, NW, Suite 700 South
Washington, DC 20001

8. Address Offer to:
Office of Contracting and Procurement
441-4th Street, NW, Suite 703 South, Bid Room
Washington, DC 20001

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

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 10:00 A.M (Hour) local time 13-Jul-09 (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Edwin Nwaefulu	202	724-3668		edwin.nwaefulu@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

Government of the District of Columbia — Office of Contracting & Procurement

SECTION B
SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

The Office of Contracting and Procurement on behalf of the Portfolio Division of the Office of Property Management (OPM) is seeking Contractors to provide lease audit services of the District's landlords and of the District as a landlord for the audit of leases to ensure operational and administrative aspects of the lease are being conducted in accordance with the terms of the lease. The Contractor shall conduct a comprehensive review of all operational expenses associated with the lease including Common Area Maintenance (CAM), rent payments, escalations, real estate taxes audits and space measurement and verification. The District government currently leases approximately 3 million square feet of space with greater than $10 million per month in rent and additional rent through approximately 70 landlords.

B.2 TYPE OF CONTRACT

The District contemplates multiple awards of Indefinite Delivery Indefinite Quantity (IDIQ) type contracts with payments based on a fixed percentage of recovery.

B.3 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

a. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of ***100,000 per CLIN.*** The District will order at least the minimum quantity of **100.*00 per CLIN.***

b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after the contract's period of performance.

B.4 PRICE SCHEDULE

B.4.1 BASE YEAR

Contract Line item Number (CLIN)	Description	Percent of Recovery	Minimum Quantity	Estimated Total Minimum Price	Maximum Quantity	Estimated Total Maximum Price
0001	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with up to 50,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0002	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 50,001 to 200,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0003	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 200,001 to 400,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0004	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 400,001 to 600,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0005	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 600,001 and greater square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
	Total			$_____		$_____

B.4.2 OPTION YEAR ONE

Contract Line item Number (CLIN)	Description	Percent of Recovery	Minimum Quantity	Estimated Total Minimum Price	Maximum Quantity	Estimated Total Maximum Price
0101	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with up to 50,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0102	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 50,001 to 200,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0103	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 200,001 to 400,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0104	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 400,001 to 600,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0105	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 600,001 and greater square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
	Total			$_____		$_____

B.4.3 OPTION YEAR TWO

Contract Line item Number (CLIN)	Description	Percent of Recovery	Minimum Quantity	Estimated Total Minimum Price	Maximum Quantity	Estimated Total Maximum Price
0201	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with up to 50,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0202	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 50,001 to 200,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0203	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 200,001 to 400,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0204	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 400,001 to 600,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0205	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 600,001 and greater square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
	Total			$_____		$_____

B.4.4 OPTION YEAR THREE

Contract Line item Number (CLIN)	Description	Percent of Recovery	Minimum Quantity	Estimated Total Minimum Price	Maximum Quantity	Estimated Total Maximum Price
0301	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with up to 50,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0302	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 50,001 to 200,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0303	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 200,001 to 400,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0304	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 400,001 to 600,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0305	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 600,001 and greater square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
	Total			$_____		$_____

B.4.5 OPTION YEAR FOUR

Contract Line item Number (CLIN)	Description	Percent of Recovery	Minimum Quantity	Estimated Total Minimum Price	Maximum Quantity	Estimated Total Maximum Price
0401	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with up to 50,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0402	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 50,001 to 200,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0403	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 200,001 to 400,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0404	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 400,001 to 600,000 square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
0405	Commercial Lease Audit and Final Report on Findings and Recommendations for audits with between 600,001 and greater square feet as described in C.3.	$_____	**100,000**	$_____	**300,000**	$_____
	Total			$_____		$_____

SECTION C
SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Office of Contracting and Procurement on behalf of the Portfolio Division of the Office of Property Management (OPM) is seeking Contractors to provide lease audit services of the District's landlords and of the District as a landlord for the audit of leases to ensure operational and administrative aspects of the lease are being conducted in accordance with the terms of the lease. The Contractor shall conduct a comprehensive review of all operational expenses associated with the lease including Common Area Maintenance (CAM), rent payments, escalations, real estate taxes audits and space measurement and verification. The purpose of the audit is to review the lease agreements and official and unofficial records related to the lease agreement to ensure the administration of the lease is in accordance with the terms and conditions of the lease and provide a report of audit findings and recommendations. The audit will also verify base rent escalations, base year amounts (and any adjustments to same after lease inception as well as researching if adjustments are included in the terms of the lease) and gross-up calculations. The District government currently leases approximately 3 million square feet of space with greater than $10 million per month in rent and additional rent through approximately 70 landlords.

C.1.1 APPLICABLE DOCUMENTS

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

No.	Document Type	Title	Version
1	Industry Standards	American Institute of Certified Public Accountants (AICPA) available at http://www.aicpa.org/default.aspx	Most Recent
2	Industry Standards	Generally Accepted Accounting Principles (GAAP) available at http://www.fasb.org/	Most Recent
3	DC Code	D.C. Official Code §§ 2-308.13 - 2-308.19 False Claims Provisions	Most Recent
4	Lease	To Be Provided per Task Order	Most Recent
5	Lease Documents	To Be Provided per Task Order	Most Recent

C.1.2 DEFINITIONS

C.1.2.1 **Acceptance:** an authorized representative of the District has inspected and agreed that the work meets all requirements of this contract, to include documentation of findings and recommendations.

C.1.2.2 **Approval:** when the District has reviewed submittals, deliverables, or administrative documents conform to contract or contract requirements. District approval shall not

relieve the Contractor from responsibility for complying with the contract requirements.

C.1.2.3 **Audit:** a formal examination of an organization or individual's accounts or financial situation

C.1.2.4 **Capital Expenditures:** An expenditure that benefits operations beyond the current period is a capital expenditure and is recorded as an asset.

C.1.2.5 **Certified Public Accountant (CPA):** qualified accountants who have passed the Uniform Certified Public Accountant Examination and have met additional state education and experience requirements for certification as a CPA.

C.1.2.6 **Common Area Maintenance (CAM)** Charges: amounts charged to tenants for expenses to maintain hallways, restrooms, parking lots, and other Common Areas.

C.1.2.7 **Contingency Rate:** A fee based on a percentage of the net recoveries to the District.

C.1.2.8 **Correction:** the elimination of a defect or error.

C.1.2.9 **Deficiency:** any part of a proposal from a contractor or any work performed by a contractor that fails to satisfy the District requirements.

C.1.2.10 **District Property:** all property owned by and leased to an outside entity and properties leased by the District.

C.1.2.11 **Final Report and Recommendations:** The contractor's report of all findings based on a complete review of landlord's books, records, payroll information, service contracts, general ledgers, etc., and recommendations related to expense items to be removed from a CAM pool based on a comparison of the expenses to the lease language specifying allowable pass-through.

C.1.2.12 **General Ledger:** sometimes known as the nominal ledger, is the main accounting record of a business which uses double-entry bookkeeping. It will usually include accounts for such items as current assets, fixed assets, liabilities, revenue and expense items, gains and losses.

C.1.2.13 **In-lease:** A lease agreement between a 2nd party landlord and the District

C.1.2.14 **Invoice:** a commercial document issued by a seller to the buyer, indicating the products, quantities, and agreed prices for products or services the seller has provided the buyer. An invoice indicates the buyer must pay the seller, according to the payment terms.

C.1.2.15 **Out-lease:** A lease agreement wherein the District is the landlord and has leased the property to an unrelated party.

C.1.2.16 **Pro-Rata Share:** The applicable percentage of expense to be reimbursed by the District based on a numerator and denominator as defined in the lease documents

C.1.2.17 **Real Estate Taxes:** a tax the owner of property must pay based on the value of the property.

C.1.2.18 **Service Contracts:** A contract for service (e.g., snow removal, landscaping) between the landlord entity and a 3rd party under which the 3rd party provides its scope of work to be performed and its contract price for the service based on an annual contract.

C.2 BACKGROUND

C.2.1 OPM AND PORTFOLIO DIVISION MISSION

It is the mission of the Office of Property Management (OPM) is to support the District Government and residents through strategic real estate management, construction and facilities management. The Portfolio Division of the Office of Property Management directs matters relating to the acquisition and disposition of real-estate interests and the planning and management of real estate to achieve the most efficient and best use. The Portfolio Division engages in activities such as lease administration; the allocation of District-owned properties and the leasing of properties for District agency operations; property acquisition and disposition; utility forecasting and payments for District facilities; and rent collection from businesses leasing District-owned property.

C.2.2 CURRENT OPERATING ENVIRONMENT

The District's lease activities include out-lease and in-lease. Each of these activities includes a lease agreement that dictates the financial and operational activates associated with the property. The Portfolio Division conducts audits of the leases to ensure correct administration of them. Audits, based on the lease terms, are conducted both by OPM staff as well as contractors. Each audit scope varies as no two leases are exactly the same. The purposes of the audits are to ensure compliance with the terms of the lease. Audits are performed as a routine part of efficient operations to provide a quality assurance mechanism.

C.3 REQUIREMENTS

The Contractor shall provide the trained labor, management, supervision, supplies and equipment necessary to provide the required services in accordance with the applicable documents

C.3.1 LEASE REVIEW

The Contractor shall review the lease document to understand the terms of the lease and define the audit scope for each Order.

C.3.2 SITE REVIEW

The Contractor shall conduct a site visit, inspection, and walk through of the property prior to the start of the audit to fully understand the terms, conditions, scope of the lease, the configuration of the property, accurately determine the District's reimbursement obligations related to common area (as defined in the lease documents) and to verify and inspect improvements made to the site for which the District has been charged a pro-rata share of the improvements expenses, especially as it relates to capital expenditures.

C.3.2.1 Site Visit Summary

The Contractor shall develop and provide a written summary of the site visits to include all notes and information noted during the site visit as described in C.3.2 above.

C.3.3 PROJECT PLAN

The Contractor shall prepare a project plan to include the steps of the audit as described in Section C.3 and the deliver date for the preliminary (C.3.5.1) and final audit reports (C.3.5.2). The Contractor shall submit the project plan for the review and approval of the COTR.

C.3.4 AUDIT

The Contractor shall conduct a comprehensive audit for lease compliance by reviewing and comparing all applicable documentation, including but not limited to the following:

a. General ledger
b. Invoices
c. Service contracts
d. Payroll information
e. Real estate tax bills
f. Denominators utilized to determine pro-rata share
g. Capital expenditures and all other costs charged to or by the District with the lease, amendments, and riders the District.

C.3.5 REPORTING

C.3.5.1 PRELIMINARY AUDIT REPORT

The Contractor shall provide a preliminary audit report and recommendations to the COTR by the deadline approved as part of the project plan. The preliminary report shall include at a minimum the following:

a. Findings and relevant calculations in which the lease agreement has not been adhered to that may result in money being owed to, or by, the District;

b. Identify and summarize any remedy and penalties to accompany the lack of lease adherence;
c. Recommendations to ensure contract adherence for future activities associated with the lease.

C.3.5.2 FINAL AUDIT REPORT

The final report and recommendations shall incorporate any comments that may have been provided by the COTR regarding the preliminary report (C.3.5.1) and include the signature of one of the Contractor's principals, partners or senior management staff with at least 5 years of commercial lease audit experience, who has reviewed the report for completeness.

C.3.5.3 PRELIMINARY AUDIT REPORTS

The Contractor shall prepare and submit preliminary reports as requested by the COTR.

SECTION D
PACKAGING AND MARKING

This section is not applicable to this procurement.

SECTION E
INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the 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).

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E.2 The COTR may conduct unannounced inspection visits during an audit to the locations being audited to observe the Contractor. Any results or observations will be reported to the Contractor.

E.3 The COTR will review and approve all deliverables.

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SECTION F
PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period for four (4) option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the required services and provide the COTR the following deliverables for each Task Order in accordance with the due dates below:

Deliverable No.	Deliverable	Due Date
1	Site Visit Summary as described in C.3.2.1	Prior to start of audit
2	Project Plan as described in C.3.3	Within 3 days of receipt of Order
3	Preliminary Audit Report and Recommendations as described is C.3.5.1	Upon request of COTR
4	Final Audit Report as described in C.3.5.2	Not later than the deadline approved by the COTR in the Project Plan
5	Resume and/or CV of individuals working under each Task Order as described in H.11.1	Upon request of the COTR
6	Execution of a non-disclosure agreement (NDA) for Task Order as described in H.11.1	Upon the request of the COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

The remainder of this page has been left blank intentionally.

SECTION G
CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

Name:	Office of the Controller/Agency CFO Attention: Accounts Payable
Address:	441 4th Street, Suite 890N Washington, DC 20001
Telephone:	(202) 727-0333

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 shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number, Purchase Order Number, and invoice number;

G.2.2.3 Description, price, quantity, total amount due, the date(s) that the supplies or services were delivered or performed, and the due date of the payment.

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.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 The District will pay the contractor upon the completion and acceptance of the final audit report for each task order in accordance with the price schedule in Section B.4 and receipt of proper invoice as described in Section G.2.

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 may 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 Marshall
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: (202) 724-4197
E-Mail: 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:

Name:	Pat Scott
Title:	Asset Specialist
Agency:	Office of Property Management
Address:	2000 14th Street, NW, 8th Floor
Address:	Washington, DC 20009
Telephone:	(202) 478-2427
Email:	pat.scott@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.

G.10 ORDERING CLAUSE

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

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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103 Rev. No 8, dated May 26, 2009, 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 Attachment 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, (Attachment J.4) in which the Contractor shall agree that:

a. 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
b. 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:

a. Number of employees needed;
b. Number of current employees transferred;
c. Number of new job openings created;
d. Number of job openings listed with DOES;
e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    1. Name;
    2. Social Security number;
    3. Job title;
    4. Hire date;
    5. Residence; and
    6. 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:

a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
    1. Material supporting a good faith effort to comply;
    2. Referrals provided by DOES and other referral sources;
    3. Advertisement of job openings listed with DOES and other referral sources; and
    4. 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:

a. A good faith effort to comply is demonstrated by the Contractor;
b. 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
d. 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 l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in Section H.15.8 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.9.2 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.9.3 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.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.9.5 Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.5 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.9.6 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.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq*.

H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.9.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.9.8.2 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.9.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.9.8.4 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.9.8.5 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.9.8.6 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.9.8.7 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.9.8.8 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.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District through the COTR will provide copies of all lease and lease documents.

H.10.2 The District through the COTR will arrange for the Contractor to access the site for each lease.

H.10.3 The District through the COTR will review and provide comments on each contract deliverable.

H.10.4 The District through the COTR will provide continuous contract performance evaluations and program monitoring.

H.10.5 The District through the COTR maintain adequate liaison and cooperation with the Contractor.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 STAFFING

The Contractor shall provide adequate qualified staff to perform each task order issued including providing the resume or credentials for each of the Contractor's staff to contribute to the required services. In addition the Contractor shall submit a non-disclosure form for each of the Contractor's staff to contribute to the required services.

H.11.2 QUALITY ASSURANCE AND INTERNAL POLICIES AND PROCEDURES

The Contractor shall possess and maintain adequate quality assurance and internal policies and procedures to ensure the timely and successful delivery of the required services and deliverables.

SECTION I
STANDARD 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 are incorporated as part of the Contract resulting from this solicitation. (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 Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by 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. 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. 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. Contractor agrees not to assert any rights in common law or in equity in such data. 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 the data is marked by Contractor with the following legend:

I.5.7.1 RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No._____
With _____(Contractor's Name); and,

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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 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, 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 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, 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 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, 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 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, 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 Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated

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

I.5.11 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, for:

I.5.11.1 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,

I.5.11.2 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 Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

Contractor hereunder shall not subcontract any of 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 Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS

The 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 coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have

either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the 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 policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.1.1 Certificate of Insurance Requirement

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

I.8.1.2 Commercial General Liability Insurance

I.8.1.2.1 The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $2 million per occurrence, $4 million in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.2.2 Commercial General Liability Insurance

If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $2 million per occurrence, $4 million in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.3 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a $2 million per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.8.1.4 Workers' Compensation Insurance

I.8.1.4.1 Workers' Compensation Insurance

The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.8.1.4.2 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: $1 million per accident for injury; $1 million per employee for disease; and $1 million for policy disease limit.

I.8.1.5 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance as follows: $5 million per occurrence, with the District of Columbia as an additional insured.

I.8.1.6 Professional Liability Insurance (Errors & Omissions)

The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of $2 million per occurrence for each wrongful act and $2 million per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

I.8.2 DURATION

Except as proved in I.8.1.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

I.8.3 CONTRACTOR'S PROPERTY

Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

I.8.4 MEASURE OF PAYMENT

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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 Attachment 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:

a. Supplies or Services and Price/Cost Section (Section B)
b. Specifications/Work Statement (Section C)
c. Special Contract Requirements (Section H)
d. Deliveries and Performance (Section F)
e. Contract Clauses (Section I)
f. Contract Administration Data (Section G)
g. Inspection and Acceptance (Section E)
h. Contract Attachments (Section J) in the order they appear

I.11 CONTRACTS IN EXCESS OF $1 MILLION DOLLARS

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

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SECTION J
LIST OF ATTACHMENTS

The following list of attachments are incorporated into the solicitation by reference and made a part of the resulting contract 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. 08 Dated May 26, 2009
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	Tax Certification Affidavit

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

The offeror, by checking the applicable box, represents that

K.2.1 It operates as:

A corporation incorporated under the laws of the State of:
_____

☐ An individual,
☐ A partnership,
☐ A nonprofit organization, or
☐ A joint venture

K.2.2 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

K.3.1 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.

Date, Name, Title, Signature.

K.3.2 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 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 Clause13 of the SCP.

_____

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.5.1 Each signature of the offeror is considered to be a certification by the signatory that:

K.5.1.1 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:

a. Those prices;
b. The intention to submit a contract; or
c. The methods or factors used to calculate the prices in the contract.

K.5.1.2 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

K.5.1.3 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.

K.5.2 Each signature on the offer is considered to be a certification by the signatory that the signatory:

K.5.2.1 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 Section K.5.1 above; or

K.5.2.2 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 Section K.5.1 above:

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

K.5.2.3 As an authorized agent, does certify that the principals named in subdivision:

a. Have not participated, and will not participate, in any action contrary to Section K.5.1 above; and
b. As an agent, has not participated, and will not participate, in any action contrary to Section K.5.1 above.

K.5.3 If the offeror deletes or modifies Section K.5.1.2 above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each Offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends, but is not obligated, to award multiple contracts resulting from this solicitation to the responsive and responsible bidders who have the lowest bids.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and six (6) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked:

"Bid in Response to Solicitation No. *DCCF-2009-B-0175*
Office of Property Management Lease Audit Services -Contingency"

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders 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 be accomplished. Bidders 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.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than ***10:00 am, July 13, 2009.***

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.7.1 Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the Fifth (5th) day before the date specified for receipt of bids; or
b. The bid 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 after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS DELIVER OR MAIL TO:

Office of Contracting and Procurement
Bid Room
441 4th Street, NW
Suite 703 South
Washington, D. C. 20001

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 4:00 pm July 6, 2009.
The District will not consider any questions received after 4: 00 pm, July6, 2009.
The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, James H. Marshall, 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, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, James H. Marshall that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids 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.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 VENDOR SUBMISSION FOR PREFERENCES

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as a part of, its bid or proposal the following documentation, as applicable to the preference being sought:

a. Evidence of the vendor’s, subcontractor’s, or joint venture partner’s certification or self-certification as a LBE, DBE, or RBO, to include either:
    1. A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
    2. A copy of any sworn notarized Self-Certification forms prescribed by the LBOC, along with an acknowledgement letter issued by the

Director of the LBOC. Businesses with principal offices located in outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

b. Evidence that the vendor or any subcontractor is located in an enterprise zone. In order for a bidder to receive allowable preferences under this solicitation, the bidder must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal. Refer to J.2.1 for the Self-Certification package.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

All vendors are encouraged to contact the Local, Small and Disadvantage Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.15 BIDS WITH OPTION YEARS

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

L.16 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.16.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of bidder;

L.16.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder 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 bid

shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the bidder 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.17 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.17.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.17.2 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.17.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.17.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.17.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.17.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.17.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.17.8 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.

L.17.9 The Offeror must possess ten (10) years of commercial lease audit experience and demonstrate experience by providing an itemization of five (5) commercial leases audited between 1999 and 2009 and include contact name, corporate address, phone number, email address of the bidder’s point of contact with the firm, address of property for which the audit is being conducted, description of the type of property,

description of the square foot of the property, and the length of time to conduct the audit.

L.17.10 The Offeror shall provide five (5) references for which commercial lease audits were conducted by the bidder who are not included in the submission to comply with L.17.9. To comply with this requirement the bidder must include contact name, corporate address, phone number, email address of the bidder's point of contact with the firm, address of property for which the audit is being conducted, description of the type of property, description of the square foot of the property, and the length of time to conduct the audit.

L.17.11 The Offeror shall provide a copy of two (2) final reports and recommendations for a commercial lease audit completed by the offeror that demonstrate the quality of the work product**.**

L.17.12 The Offeror shall provide a copy of a resume or CV of all employees the bidder would assign to the contract. Employees assigned to the contract must possess at least five (5) years of commercial lease audit experience.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 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.1.1.1 General Preferences

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

M.1.1.1.1 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.1.1.1.2 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.1.1.1.3 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.1.1.1.4 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.1.1.1.5 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.1.1.1.6 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.1.2 APPLICATION OF PREFERENCES

The preferences shall be applicable to prime Contractors as follows:

M.1.2.1 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 (IFB).

M.1.2.2 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 IFB.

M.1.2.3 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 IFB.

M.1.2.4 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 IFB.

M.1.2.5 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 IFB.

M.1.2.6 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 IFB.

M.1.3 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 IFB. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.1.4 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.1.5 VENDOR SUBMISSION FOR PREFERENCES

M.1.5.1 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.1.5.1.1 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.1.5.1.2 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.1.5.2 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.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids 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.

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