

SOLICITATION, OFFER, AND AWARD		1. Caption Legal Services		Page of Pages 1 55	
2. Contract Number	3. Solicitation Number DCCT-2008-Q-0002	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 10/18/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Group IX 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, Suite 703 South Washington, DC 20001		

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

SOLICITATION

9. Sealed offers in original and 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 2:00 PM local time 25-Oct-07
(Hour) (Date)

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

10. For Information Contact	A. Name Gregory Nance	B. Telephone 202 724-5438 (Ext)		C. E-mail Address gregory.nance@dc.gov
-----------------------------	--------------------------	------------------------------------	--	---

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	4	X	J	List of Attachments	33
x	D	Packaging and Marking	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	10	Representations, certifications and other statements of offerors			
X	F	Deliveries or Performance	11				
X	G	Contract Administration Data	12	X	L	Instructions, conditions & notices to offerors	38
X	H	Special Contract Requirements	19	X	M	Evaluation factors for award	48

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 30 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 Washington, D.C. 20006	16. Name and Title of Person Authorized to Sign Offer/Contract
--	--

(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
-------------	----------	-------	---	---------------	----------------

AWARD (TO BE COMPLETED BY GOVERNMENT)

SECTION B
SUPPLIES OR SERVICES AND PRICES

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the Office of Cable Television (OCT), is seeking the services of private legal counsel (“Contractor”) with demonstrated expertise in the areas of cable television and related communications law. The Contractor shall (1) counsel OCT as the agency evaluates the pending cable television franchise application filed with the District of Columbia (District) by Verizon Washington DC Inc. (Verizon); and (2) counsel OCT as it negotiates a new cable television franchise agreement with Verizon.

B.1.1 The District contemplates the award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract (“Contract”), with payments based on fixed unit prices with a cost reimbursement component.

B.2 **INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT**

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

- a. Delivery or performance shall be made only as requested pursuant to orders issued in accordance with the Ordering Clause, Section G.10. The Contractor shall furnish to the District, when and if ordered, the services (and any related work product) specified in the Schedule B.3 and Section C, Description/Specifications/Work Statement, up to and including the maximum dollar value of \$30,000.00 for term of contract. The District will order services or pay at least the minimum dollar value of one thousand dollars (\$1,000.00).
- b. There is no limit on the number of orders that may be issued by the District. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order that is issued during the effective period of the contract and not completed within the contract 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 an order that extends beyond the Contract’s effective period to the same extent as if the order were completed during the Contract’s effective period.

SOLICITATION DCCT-2008-Q-0002

Legal Services

B.3 PRICE SCHEDULE (through February 29, 2008)

B.3.1

CLIN	Item Description	Price Per Unit	Minimum Dollar Value	Maximum Dollar Value
0001	Legal Services as described in Section C.4.			
0001AA	Senior Partner	\$ _____ / hour	\$1,000.00	\$29,000.00
0001AB	Senior Associate	\$ _____ / hour		
0001AC	Paralegal	\$ _____ / hour		
0002	Cost Reimbursement Components for Costs described in G.11.1		Not to Exceed \$1,000.00	

SOLICITATION DCCT-2008-Q-0002

Legal Services

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

C.1.1 The Government of the District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Office of Cable Television (OCT) (collectively, the “District”), is seeking legal services from a law firm (“Contractor”) with demonstrated expertise serving as legal counsel in the areas of cable television and related communications law. The Contractor, by and through its Key Personnel, will be responsible for providing one or more of the following professional services in accordance with specific orders to be issued under the Ordering Clause:

- a. Advise OCT with regard to legal issues, strategic considerations and drafting concerns as the agency evaluates the pending cable television franchise application filed with the District of Columbia (District) by Verizon Washington DC Inc. (Verizon);
- b. Advise OCT with regard to legal issues, strategic considerations and drafting concerns arising as the agency negotiates a new proposed cable television franchise agreement with Verizon.

C.1.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1		DC Rules of Professional Conduct	6/2001
2		D.C. Official Code §§34-1254.02 – 34-1254.06	

C.2 BACKGROUND

C.2.1 OCT is the District government agency charged with the responsibility of processing applications for new cable television franchises and negotiating the related cable franchise agreements (see D.C. Official Code §§34-1254.02 – 34-1254.06).

C. 2.2 On August 29, 2007, Verizon Washington DC Inc. (Verizon) submitted a Revised Application (Revised Application) for permission to operate a cable television franchise in the District. On September 27, 2007, OCT certified Verizon’s Revised Application as complete, as that term is contemplated by D.C. Official Code § 34-1254.02. From that September 27, 2007 certification date, OCT has 120 days to

SOLICITATION DCCT-2008-Q-0002

Legal Services

determine whether Verizon has the ability and commitment to adequately provide cable services in the District and to meet the cable related needs and interest of the District and its residents. Pursuant to D.C. Official Code § 34-1254.03(d), OCT, while making this determination, must consider the following:

- C.2.2.1 Whether Verizon's proposed plans for the cable system are feasible and reasonable, considering the applicant's legal, financial, and technical resources and abilities and any other relevant factors;
 - C.2.2.2 Whether Verizon has the ability, willingness, and commitment to construct, operate, and maintain a state-of-the-art cable system in the best interests of the District and of District residents;
 - C.2.2.3 Whether Verizon has the ability to adapt to and implement new technologies, services, and programming;
 - C.2.2.4 Whether the proposed cable system will serve the public interest and meet the cable-related needs of the District;
 - C.2.2.5 Whether Verizon has had a previous franchise application denied by the District or any other franchising authority;
 - C.2.2.6 Whether Verizon has filed materially misleading information in its application or intentionally withheld information that the applicant is required to provide;
 - C.2.2.7 Whether Verizon has demonstrated a willingness and the ability to comply with the requirements of the above-referenced statute and any regulations promulgated under this chapter (i.e., Chapter 12 of Title 34 of the Official Codes of the District of Columbia) ; and
 - C.2.2.8 Any other relevant information.
- C.2.3** Once OCT determines that the above-referenced requisites have been met, it will engage Verizon in the process of negotiating a proposed initial cable franchise agreement. OCT is authorized to engage in this negotiation process for a period of one year after the commencement of the negotiations (see D.C. Official Code §34-1254.04(b)).

SOLICITATION DCCT-2008-Q-0002

Legal Services

C.3 DEFINITIONS

C.3.1 Senior Associate – an attorney of the selected law firm who is identified as not a partner and who has been a practicing attorney for more than three years.

C.3.2 Senior Partner – an attorney of the selected law firm who is identified as one of its partners and who has been a practicing attorney for at least 10 years.

C.4 REQUIREMENTS

C.4.1 LEGAL SERVICES (CONSULTING)

The Contractor shall provide consulting services to OCT that will help OCT evaluate the pending cable television franchise application filed with the District by Verizon. Subject to the overall direction and supervision of responsible OCT officials, and pursuant to specific contractor, at a minimum, shall advise OCT on the orders set forth in this Section C.

C.4.1.1 As to the extent requested through orders, the Contractor shall provide advice to OCT that will help the agency to negotiate an initial cable television franchise agreement with Verizon. The role of the Contractor shall be one of advisor to OCT officials, providing strategic advice and drafting support as requested.

C.4.1.2 The Contractor must satisfy the special requirements set forth and described in Section H of this Contract, including compliance with the procedures for review, assessment and resolution of conflicts of interest (and potential conflicts of interest) established by the Legal Counsel Division of the Office of the Attorney General.

C.4.1.3 The Contractor shall perform all work on an “as-needed” basis and pursuant to OCT’s sole discretion, from date of award through February 29, 2008. All work will be performed under the guidance of OCT’s Executive Director and its General Counsel. This work shall include:

C.4.1.3.1 Industry Specialist/Consultant Services:

The Contractor shall provide specialized consulting and related services including, but not limited to: (1) the provision of advice regarding, and

SOLICITATION DCCT-2008-Q-0002

Legal Services

active participation in (at OCT's discretion), OCT's negotiations with Verizon (pursuant to D.C. Official Code § 34-1254.04) regarding a prospective new cable television franchise agreement (as the qualification of candidate firms are compared, prior franchise negotiation experience with Verizon shall be considered to be a substantial plus); (2) advice regarding the analysis and application of federal and District communications laws; (3) advice regarding cable franchise renewals; (4) advice regarding cable franchise transfers; and (5) advice regarding the analysis and resolution of legal and technical issues related to the installation and operation of institutional communications networks (i.e., INETs).

C.4.1.3.2 Business Analysis

The Contractor shall provide to OCT expert advice regarding the issue of whether Verizon has the ability, willingness and commitment to adequately provide cable television service in the District of Columbia and to meet the cable-related needs and interests of the District and its residents. The Contractor shall additionally provide to OCT expert advice regarding the issue of whether Verizon has satisfied all of the other requisites that are imposed on a cable television franchise applicant by D.C. Official Code § 34-1254.03.

C.4.1.3.3 Lobbying

The Contractor shall provide expert advice and related assistance to OCT to assist the agency with the interactions (related to Verizon's franchise application) that OCT has with the City Council of the District of Columbia, the Mayor of the District of Columbia and the public. The Contractor shall demonstrate that it has significant experience in addressing city councils, commissions and other entities in private meetings and during public hearings.

C.4.1.3.4 Miscellaneous

OCT is an active member of the National Association of Telecommunications Officers and Advisors (NATOA). NATOA is a communications industry association that has consistently advocated on behalf of the District and other municipalities, as those municipalities have fought to advance the cable-related interests of their respective residents. In light of the importance of the District's ongoing working relationship with NATOA, the Contractor shall demonstrate that it has substantive experience working with NATOA.

SOLICITATION DCCT-2008-Q-0002

Legal Services

C.4.2 Key Personnel

The Contractor shall make available key personnel, including, at minimum, two (2) attorneys licensed by the D.C. Bar, one of which must be a Senior Partner and one must be a Senior Associate to perform the required professional legal services. The key personnel must satisfy the following requirements that each attorney performing services for the District shall have demonstrated experience and expertise in communication law.

C.4.3 Monitoring of Services Provided and Maintenance of Supporting Documentation

C.4.3.1 The Contractor shall perform day-to-day inspection and monitoring of the services it provides and bills the District.

C.4.3.2 The Contractor shall maintain detailed records, which demonstrate that the services provided and billed to the District have been performed. Such records shall include the names of the persons providing the services, number of hours that each individual worked, description of service and the dates that the services were provided. The Contractor shall also maintain detailed records of all of reimbursable costs described in Section G.11. The Contractor shall submit all the supporting documentation to the COTR monthly.

SOLICITATION DCCT-2008-Q-0002
Legal Services

SECTION D
PACKAGING AND MARKING

D.1 NOT APPLICABLE

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF WORK PERFORMED

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

SECTION F
DELIVERY OR PERFORMANCE

F.1 **TERM OF CONTRACT**

F.1.1 The term of the contract shall be for a period of four (4) months or through February 29, 2008, whichever comes first from the effective date of the award specified on page one of the Contract.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in the 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 the Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), with duplicate copies to the Contracting Officer's Technical Representative (COTR), specified in G.9.2. The name and address, and telephone number for the CFO is:

Chief Financial Officer for the Office Cable Television
441 4th Street N.W., Room 890 North
Washington, DC 20001

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 as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

SOLICITATION DCCT-2008-Q-0002

Legal Services

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

G.4 PAYMENT

The District will pay the Contractor under the contract on a monthly basis after:

- a. Contractor's Completion and District's acceptance of all work and deliverables and;
- b. Contractor's Presentation to the District of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, unless otherwise prohibited by the Contract, the Contractor may assign funds due or to become due as a result of the performance of the 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 money claims pursuant to authority contained in the Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

SOLICITATION DCCT-2008-Q-0002

Legal Services

Pursuant to the instrument of assignment date _____, 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 shall 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 shall 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:

SOLICITATION DCCT-2008-Q-0002

Legal Services

- 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 that 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 AUTHORITY OF CONTRACTING OFFICER

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

Gena Johnson
Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, NW
Suite 700 South
Washington, DC 20001
(202) 724-5194

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

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

SOLICITATION DCCT-2008-Q-0002

Legal Services

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:

Carl Wilson
General Counsel
Office of Cable Television
3007 Tilden Street, NW POD-P
Washington, D.C. 20009
(202) 671-0058

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 COTR or 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.
- d. If the Contractor reasonable expects that the services or supplies provided under this contract may exceed eighty percent (80%) of the Maximum Dollar Value set forth in Section B.3, Price Schedule, the Contractor shall notify the District. The District shall promptly

SOLICITATION DCCT-2008-Q-0002

Legal Services

thereafter advise the Contractor whether the District will increase the Maximum Dollar Value or whether the Contractor should cease work for the District with respect to this contract.

G.11 COST REIMBURSEMENT CEILING

- a. Cost reimbursement ceilings for Costs (defined in Section G.11.1) under the Contract are set forth in *Section B.3*.
- b. The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all obligations under this Contract without expending costs in excess of the cost reimbursement ceilings.
- c. The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of the Contract will be either greater or substantially less than the cost reimbursement ceilings. As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this Contract.
- d. The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in B.3 listed in the Contract and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.3 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this Contract.
- e. No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- f. If any cost reimbursement ceiling specified in B.3 listed in the Contract is increased by the District, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- g. A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.3 as set forth in the

SOLICITATION DCCT-2008-Q-0002

Legal Services

Contract, unless the change order specifically increases the cost reimbursement ceiling.

G.11.1

The District will reimburse the Contractor for the following direct costs (“Costs”) incurred by the Contractor in performance of the Contract for the goods and services listed in b below, subject to the following:

- a. The Contractor shall not be reimbursed for any direct costs in excess of one thousand dollars (\$1,000) per occurrence without prior approval of the COTR;
- b. The term “per occurrence” in paragraph a includes, but is not limited to, the payment of costs connected to the provision of any of the following services and goods including photocopy duplication, messenger services, supplies, faxing, postage, local transportation, parking costs, on-line research services (e.g., related Westlaw or Lexis legal research services), long-distance telephone calls, and filing fees (directly related to the services performed under this contract).
- c. The District will not reimburse the Contractor for any other direct costs without the COTR’s pre-approval.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination Rev. No. 4 dated July 5, 2007 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.1.1 of this Contract. 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.2 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 the resulting Contract.

H.3 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.11 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*.

SOLICITATION DCCT-2008-Q-0002

Legal Services

H.4 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.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.6 AUDITS AND RECORDS

H.6.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.6.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.6.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;

SOLICITATION DCCT-2008-Q-0002

Legal Services

- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.6.4 Comptroller General

H.6.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.6.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.6.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

H.6.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.8.1 through H.8.5, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

SOLICITATION DCCT-2008-Q-0002

Legal Services

H.6.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.8.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.8.5 of this clause.

H.7 INDEPENDENT CONTRACTORS (ADVISORY AND ASSISTANCE SERVICES)

It is understood and agreed that the Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the District; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of the Contract; (3) shall be free from supervision or control by any District employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the District's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.8 CONFLICT OF INTEREST

H.8.1 No official or employee of the District of Columbia or the Federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, DC Law 6-85, D.C. Official Code 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.9 ETHICAL OBLIGATIONS AND LEGAL CONFLICTS OF INTEREST

H.9.1 An attorney-client relationship will exist between the District and any attorney who performs work under the Contract, as well as between the District and the firm of any attorney who performs work under the Contract. The D.C. Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work is performed are binding on the Contractor. The parties agree that the District of Columbia may have a

SOLICITATION DCCT-2008-Q-0002

Legal Services

contractual cause of action based on violation of such rules, in addition to any other remedies available.

- H.9.2** In addition to the prohibitions contained in the D.C. Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work is performed, the Contractor agrees that it shall recognize that in the performance of the Contract it may receive certain information submitted to the District government on a proprietary basis by third parties, information which relates to potential or actual claims against the District government, or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Contractor shall use such information exclusively in the performance of the Contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by applicable law or court order. The Contractor also agrees that, to the extent it is permitted to disclose such information, it will make such disclosures only to those individuals who need to know such information in order to perform required tasks in their official capacity and will restrict access to such information to such individuals.
- H.9.3** The Contractor shall notify the District immediately, in writing, of any existing or potential conflicts of interest within the meaning of that term under the RPC (defined below). If requested, Contractor shall undertake immediate action to eliminate the source of any conflict of interest.
- H.9.4** In addition to the prohibitions contained in the D.C. Rules of Professional Conduct and the ethical rules of any other jurisdiction in which work is performed pursuant to this Contract, the Contractor shall not represent any party other than the District in any disputes, negotiation or litigation adverse to the District nor shall it represent any party other than the District in any matter that is related to the work performed under the Contract, unless the District consents to such representation.
- H.9.5** Before any Contractor can be retained pursuant to the Contract, the Attorney General for the District of Columbia must review all actual, direct and potential conflicts of interest on behalf of the District government in light of D.C. Bar Rules of Professional Conduct (“RPC”) 1.6, 1.7, 1.8, 1.9 and 1.10. Each prospective Contractor shall provide the Attorney General with written notice of all actual or potential direct and indirect conflicts of interest in which the Contractor represents (or may represent) another client with interests adverse to the District government agency to be represented as well as against the District government as a whole. For this purpose, under D.C. Bar Legal Ethics Committee Opinion No. 268, attached as an Exhibit hereto, a representation of a private client against a discrete government agency can have government-wide implications and thus qualify under the RPC as being against the

SOLICITATION DCCT-2008-Q-0002

Legal Services

government as a whole, including the individual agency that the private firm represents. In that situation, the private firm would be required to notify the Attorney General of the existence of a conflict under RPC 1.7 and obtain consent to such representation and waiver of the conflict. The Attorney General makes every attempt to be reasonable in deciding whether or not to consent to a conflict and usually makes this decision promptly after receiving notice of the conflict.

H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The Key Personnel positions specified in Section C.4.2 of this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified approved Key Personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of the Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

I.4.1 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 For purposes of this solicitation and resulting contract, “Data” 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 For purposes of this solicitation and resulting contract, the term “Technical Data” means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may include, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure,

SOLICITATION DCCT-2008-Q-0002

Legal Services

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 also 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** For purposes of this solicitation and resulting contract, the term “Computer Software” 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** For purposes of this solicitation and resulting contract, the term "computer databases" 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 the Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under the Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

SOLICITATION DCCT-2008-Q-0002

Legal Services

I.5.6 The District shall 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 the 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

I.5.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

I.5.7.1 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

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. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

SOLICITATION DCCT-2008-Q-0002

Legal Services

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under the Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under the Contract, the Contractor shall use Section I.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the 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 the Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract, or (ii) based upon any data furnished under the 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.

SOLICITATION DCCT-2008-Q-0002

Legal Services

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, and I.5.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

I.7.1 The Contractor shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer (which consent may be given or withheld in the absolute discretion of the Contracting Officer). Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

SOLICITATION DCCT-2008-Q-0002

Legal Services

- I.8.1** **Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- I.8.2** **Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- I.8.3** **Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- I.8.4** **Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- I.8.5** **Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.9 **EQUAL EMPLOYMENT OPPORTUNITY**

- I.9.1** 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.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Human Rights and the Office of Local Business Development.
- I.9.2** In accordance with 45 CFR 74 Appendix A (1), the Contractor shall comply with E.O. 11246 "Equal Employment Opportunity" as amended by 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

I.10 **ORDER OF PRECEDENCE**

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

SOLICITATION DCCT-2008-Q-0002

Legal Services

I.11 CONTINUITY OF SERVICES

- I.11.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:
- I.11.1.1** Furnish phase-out, phase-in (transition) training; and
- I.11.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.11.2** The Contractor shall, upon the Contracting Officer's written notice:
- I.11.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- I.11.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.11.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.11.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.11.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SOLICITATION DCCT-2008-Q-0002

Legal Services

I.12 COST-REIMBURSEMENT CONTRACTS

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

SOLICITATION DCCT-2008-Q-0002
Legal Services

SECTION J
LIST OF ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No. 4 dated 7/5/07

J.2 D.C. Official Code §§34-1254.02 – 34-1254.06

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

It operates as:

_____ a corporation incorporated under the laws of the State of: _____,

_____ a limited liability company organized under the laws of the State of: _____,

_____ an individual,

_____ a partnership,

_____ a nonprofit organization,

_____ a joint venture, or

_____ other (specify: _____),
organized pursuant to the laws of the state of _____.

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements

SOLICITATION DCCT-2008-Q-0002

Legal Services

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85.

Offeror ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors.

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END
PRODUCTS

_____ COUNTRY OF ORIGIN

SOLICITATION DCCT-2008-Q-0002

Legal Services

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees
Not To Benefit” will benefit from this contract.

The following person(s) listed in Clause 13 may benefit from this contract.
For each person listed, attach the affidavit required by Clause 13 of the
SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a. Each signature of the offeror is considered to be a certification by the signatory that:
 - i. 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:
 - 1. those prices
 - 2. the intention to submit a contract, or
 - 3. the methods or factors used to calculate the prices in the contract.
 - ii. 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
 - iii. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - i. Is the person in the offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above; or

SOLICITATION DCCT-2008-Q-0002

Legal Services

- ii. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above:

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

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

SECTION L
NOTICES, CONDITIONS, AND INSTRUCTIONS TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a contract resulting from this solicitation to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the District, considering the totality of the circumstances, including cost or price, technical, and other factors, as specified elsewhere in this solicitation.

L.1.2 Initial Offers

The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.2.1 Proposal Submission

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

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

SOLICITATION DCCT-2008-Q-0002

Legal Services

L.2.2 Withdrawal or Modification of Proposals

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

L.2.3 Postmarks

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

L.2.4 Late Modifications

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

L.2.5 Late Proposals

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

L.3 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **4** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 14 days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to

SOLICITATION DCCT-2008-Q-0002

Legal Services

any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.4 FAILURE TO SUBMIT OFFER

L.4.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, 441-4th Street NW, Room 700 South, Washington, DC 20002, Telephone No. (202) 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements.

L.4.2 It is also requested that such recipients advise the Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.5.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

L.5.1.1. Mark the title page with the following legend:

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

L.5.2 If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

L.5.3 Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

SOLICITATION DCCT-2008-Q-0002

Legal Services

L.6 PROPOSALS WITH OPTION YEARS

There are no option provisions associated with this solicitation.

L.7 PROPOSAL PROTEST

Any actual or prospective bidder, Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer identified in G.7 of the solicitation.

L.8 SIGNING OF OFFERS

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form on page one (1) of this solicitation. The person signing the offer shall initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

SOLICITATION DCCT-2008-Q-0002

Legal Services

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.13 CERTIFICATES OF INSURANCE

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

Gena Johnson
Contracting Officer
441 4th Street, N.W., Room 700 South
202 724-5194

L.14 ACKNOWLEDGEMENT OF AMENDMENTS

Offerors 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 in Section A; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgement by the date and time specified for receipt of offers.

SOLICITATION DCCT-2008-Q-0002

Legal Services

L.15 BEST AND FINAL OFFERS

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

L.16 LEGAL STATUS OF OFFEROR

L.16.1 The Offeror shall include the following information in the proposal as applicable:

- a. Name, Address, Telephone Number, Federal Tax identification number, and DUNs number of Offeror;
- b. Copy of any current license, registration, or certification to transact business in the District of Columbia if required by law to obtain such license, registration, or certification;
- c. If the Offeror is a corporation or limited partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration, or certification prior to contract award or its exemption from such requirements;
- d. If the Offeror is a corporation, State of incorporation and type of incorporation as profit or nonprofit; and
- e. If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreement.

L.16.2 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.17 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered and the

SOLICITATION DCCT-2008-Q-0002

Legal Services

conditions under which the work is to be accomplished. Offerors 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.18 STANDARDS OF RESPONSIBILITY

Each 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.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- L.18.2** 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.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations;
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics;
- L.18.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them; and
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility 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 non-responsible.

SOLICITATION DCCT-2008-Q-0002

Legal Services

L.19 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. DCCT-2008-Q-0002**".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each item listed in L.20 in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

The Offeror's proposals shall be organized as follows:

L.20.1 Technical Proposal

L.20.1.1 Official Offer

The Offeror shall sign the proposal and print or type its name on the Solicitation, Offer and Award Form. The person signing the proposal shall initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

Each proposal shall set forth, in this Section, the name, title, telephone number, and address of the person authorized to negotiate in behalf of the Offeror and contractually bind the Offeror, if other than the person signing the proposal.

L.20.1.2 Executive Summary

The Offeror shall provide a brief discussion of the history of the Offeror's firm, its organization, the number of employees, and a synopsis of services provided and proposed to be provided.

SOLICITATION DCCT-2008-Q-0002

Legal Services

L.20.1.3 Technical Capability

The Offeror shall demonstrate substantive experience in the following areas: (1) cable television franchise agreement negotiations; (2) federal and District communications laws; (3) cable franchise renewals and transfers; (4) the analysis and resolution of legal and technical issues related to the installation and operation of institutional communications networks (i.e., INETs). Prior cable television franchise negotiation experience with Verizon is deemed to be a significant plus; and (5) The Offeror shall possess substantial experience in addressing city councils, commissions and other persons and entities in private meetings and during public hearings; and substantive experience in working with the National Association of Telecommunications Officers and Advisors (NATOA).

L.20.1.4 Past Performance of Offeror

L.20.1.4.1 Offeror shall provide three (3) client references for the Offeror from engagements similar in size and scope to the District's. The references shall include:

- a. Contact name and title
- b. Contact's project responsibility
- c. Client name
- d. Address
- e. Telephone number and email address
- f. Hours available

L.20.1.4.2 Offeror shall provide for the Offeror detailed descriptions of projects similar in size and scope to the scope of the District's, including descriptions, status, contract duration and the Offeror's role.

L.20.1.5 Conflict of Interest Certification

Offeror shall provide a list of any current or potential conflicts of interest. (Refer to Section H.9) The Offeror's representation regarding conflicts of interest will be reviewed by the OAG to determine the offeror's eligibility for award.

L.20.1.6 Attachments and Certifications

Offeror shall submit the completed attachments and certifications in Section J and K.

SOLICITATION DCCT-2008-Q-0002

Legal Services

L.20.2 Price Proposal

The Offeror shall provide a completed Section B.3 – Price Schedule. The Offeror shall provide a complete listing of labor rates as described in Section L.20.2.1 below for the Offeror’s staff to perform services under this contract.

L.20.2.1 Labor Rates

The Offeror shall provide a listing of rates per proposed staff to perform services under the contract. The listing shall provide the following:

- a. Maximum standard hourly rate.
- b. Percentage discount.
- c. Proposed District hourly rate.

L.20.2.2 Other Litigation Costs

The Offeror shall provide a detailed listing of any other anticipated litigation costs not specifically addressed in the solicitation.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to one (1) responsible Offeror whose offer is most advantageous to the District based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of an award. Rather, the total scores will guide the District in making an informed decision in consideration of the best value to the District based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is provided below:

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

The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of 0 to 25 points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 25 or 20.

M.3 EVALUATION CRITERIA

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District's needs in the manner most advantageous to the Government, all factors considered. The relative probabilities of the Offeror to

SOLICITATION DCCT-2008-Q-0002

Legal Services

accomplish this will be evaluated based on the specific information requested in L.20 in accordance with the evaluation factors described below. The Contractor should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Contractor satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies, weaknesses identified in the proposal as well as the District's risk will also be considered. Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.3.1 Technical Criteria

M.3.1.1 Technical Capability (0-50 Points)

Offeror has demonstrated an understanding of the District's requirements and has provided evidence that it has the necessary technical expertise and capacity to successfully perform the requirements. Offeror's proposed key personnel, singularly and collectively have the necessary education, licensing, knowledge and experience.

M.3.1.2 Past Performance of Offeror (0 – 30 Points)

Offeror has satisfactorily provided similar services in terms of size and scope to the District's requirements.

M.3.2 Price Criteria (0 – 20 Points)

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower price score. The following formula will be used to determine each offeror's evaluated price score. Actual points awarded to each Offeror will be based on the Offeror's blended hourly rates for the Senior Partner, Senior Associate and Paralegal as provided in Section B.3.

$$\frac{\text{Lowest Blended Hourly Rates}}{\text{Blended Hourly Rates of Proposal Being Evaluated}} \times 30 = \text{Evaluated Price}$$

M.3.3 LSDBE Preference Points (0-12 Points)

M.3.4 Total Points Possible (112 Points)

M.3.5 Conflicts Review

The Offeror's certification regarding conflicts (refer to L.20.1.5) will be forwarded to the OAG by OCP for review and approval. The OAG will

SOLICITATION DCCT-2008-Q-0002

Legal Services

provide to OCP its findings regarding its review of any current or potential conflicts that may preclude award to the offeror prior to the District making an award.

M.4 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

M.4.1 Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone

a. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

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

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall

SOLICITATION DCCT-2008-Q-0002

Legal Services

score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points

SOLICITATION DCCT-2008-Q-0002

Legal Services

proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

c. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by

SOLICITATION DCCT-2008-Q-0002

Legal Services

the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

M.4.2 Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

M.4.3 Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

M.4.4 Vendor Submission for Preferences

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:

- 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 the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement

SOLICITATION DCCT-2008-Q-0002

Legal Services

letter issued by the Director of the LBOC. Businesses with principal offices located 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 an offeror to receive allowable preferences under this solicitation, the offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its 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 the forms to:

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

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

M.4.5 Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

M.4.6 Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a

SOLICITATION DCCT-2008-Q-0002

Legal Services

waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.