

SOLICITATION, OFFER, AND AWARD			1. Caption Operations of the Gateway Pavilion at St. Elizabeths East			Page of Pages 1 59	
			2. Contract Number		3. Solicitation Number DCEB-2013-R-0008	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	
7. Issued By: D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts and Procurement 1100 4th Street, S.W., Suite E500 Washington, D.C. 20024			8. Address Offer to: D.C. Office of the Deputy Mayor for Planning and Economic Development St. Elizabeths East 1350 Pennsylvania Avenue, N.W., Suite 317 Washington, DC 20004				
SOLICITATION							
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>1100 4th Street, S.W., Suite E500</u> until <u>2:00PM</u> local time <u>8-Jul-13</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name Lindel Reid			B. Telephone (Area Code) 202 (Number) 724-7330 (Ext)			C. E-mail Address lindel.reid@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	36-42
X	B	Supplies or Services and Price/Cost	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	8-17	X	J	List of Attachments	43
x	D	Packaging and Marking	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	19	X	K	Representations, certifications and other statements of offerors	44-47
X	F	Deliveries or Performance	20-21	X	L	Instructions, conditions & notices to offerors	48-54
X	G	Contract Administration Data	22-28	X	M	Evaluation factors for award	55-59
X	H	Special Contract Requirements	29-35				
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment	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	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Government of the District of Columbia			Office of the Deputy Mayor for Planning and Economic Development				

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of the Deputy Mayor for Planning and Economic Development (“DMPED”) (the “District”) is seeking a Contractor to operate and manage the Gateway Pavilion at the East Campus of St. Elizabeths, 1100 Alabama Avenue, SE Washington, DC (“St. Elizabeths East”).

B.2 The District contemplates award of a fixed price contract with labor hour and cost reimbursement components for a base period of one year and four (4) one-year options for the requirements stated in the schedules below.

B.3 PRICE SCHEDULES – FIRM FIXED PRICE / LABOR HOUR / COST REIMBURSEMENT

B.3.1 BASE YEAR

FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description	Monthly Fee	Quantity	Total Price
0001	Operations and Management of the Gateway Pavilion at the East Campus of St. Elizabeths	\$ _____	12	\$ _____
Total Fixed Price Fees				\$ _____

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description	Hourly Labor Rate	Total Estimated Hours	Total Estimated Price
0002	Specialty and Culinary Center Assistance (Labor Categories to be provided by Offeror)			
0002A		\$ _____	600	\$ _____
0002B		\$ _____	600	\$ _____
0002C		\$ _____	600	\$ _____
0002D		\$ _____	600	\$ _____
Total Estimated Labor Price				\$ _____

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-to-Exceed Cost
0003	Cost Reimbursable Items	
0003A	General Operating Expenses	\$ _____
0003B	Utilities	\$ _____
0003C	Repair and Maintenance (including landscaping)	\$ _____
0003D	Specialty Marketing and Promotion Expenses	\$ _____
Total Not-to-Exceed Costs		\$ _____

Grand Total - B.3.1 Base Year \$ _____

B.3.2 OPTION YEAR ONE

FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description	Monthly Fee	Quantity	Total Price
1001	Operations and Management of the Gateway Pavilion at the East Campus of St. Elizabeths	\$ _____	12	\$ _____
Total Fixed Price Fees				\$ _____

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description	Hourly Labor Rate	Total Estimated Hours	Total Estimated Price
1002	Specialty and Culinary Center Assistance (Labor Categories to be provided by Offeror)			
1002A		\$ _____	600	\$ _____
1002B		\$ _____	600	\$ _____
1002C		\$ _____	600	\$ _____
1002D		\$ _____	600	\$ _____
Total Estimated Labor Price				\$ _____

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-to-Exceed Cost
1003	Cost Reimbursable Items	
1003A	General Operating Expenses	\$ _____
1003B	Utilities	\$ _____
1003C	Repair and Maintenance (including landscaping)	\$ _____
1003D	Specialty Marketing and Promotion Expenses	\$ _____
Total Not-to-Exceed Costs		\$ _____

Grand Total - B.3.2 Option Year One \$ _____

B.3.3 OPTION YEAR TWO

FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description	Monthly Fee	Quantity	Total Price
2001	Operations and Management of the Gateway Pavilion at the East Campus of St. Elizabeths	\$ _____	12	\$ _____
Total Fixed Price Fees				\$ _____

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description	Hourly Labor Rate	Total Estimated Hours	Total Estimated Price
2002	Specialty and Culinary Center Assistance (Labor Categories to be provided by Offeror)			
2002A		\$ _____	600	\$ _____
2002B		\$ _____	600	\$ _____
2002C		\$ _____	600	\$ _____
2002D		\$ _____	600	\$ _____
Total Estimated Labor Price				\$ _____

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-to-Exceed Cost
2003	Cost Reimbursable Items	
2003A	General Operating Expenses	\$ _____
2003B	Utilities	\$ _____
2003C	Repair and Maintenance (including landscaping)	\$ _____
2003D	Specialty Marketing and Promotion Expenses	\$ _____
Total Not-to-Exceed Costs		\$ _____

Grand Total - B.3.3 Option Year Two \$ _____

B.3.4 OPTION YEAR THREE

FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description	Monthly Fee	Quantity	Total Price
3001	Operations and Management of the Gateway Pavilion at the East Campus of St. Elizabeths	\$ _____	12	\$ _____
Total Fixed Price Fees				\$ _____

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description	Hourly Labor Rate	Total Estimated Hours	Total Estimated Price
3002	Specialty and Culinary Center Assistance (Labor Categories to be provided by Offeror)			
3002A		\$ _____	600	\$ _____
3002B		\$ _____	600	\$ _____
3002C		\$ _____	600	\$ _____
3002D		\$ _____	600	\$ _____
Total Estimated Labor Price				\$ _____

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-to-Exceed Cost
3003	Cost Reimbursable Items	
3003A	General Operating Expenses	\$ _____
3003B	Utilities	\$ _____
3003C	Repair and Maintenance (including landscaping)	\$ _____
3003D	Specialty Marketing and Promotion Expenses	\$ _____
Total Not-to-Exceed Costs		\$ _____

Grand Total - B.3.4 Option Year Three \$ _____

B.3.5 OPTION YEAR FOUR

FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description	Monthly Fee	Quantity	Total Price
4001	Operations and Management of the Gateway Pavilion at the East Campus of St. Elizabeths	\$ _____	12	\$ _____
Total Fixed Price Fees				\$ _____

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description	Hourly Labor Rate	Total Estimated Hours	Total Estimated Price
4002	Specialty and Culinary Center Assistance (Labor Categories to be provided by Offeror)			
4002A		\$ _____	600	\$ _____
4002B		\$ _____	600	\$ _____
4002C		\$ _____	600	\$ _____
4002D		\$ _____	600	\$ _____
Total Estimated Labor Price				\$ _____

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-to-Exceed Cost
4003	Cost Reimbursable Items	
4003A	General Operating Expenses	\$ _____
4003B	Utilities	\$ _____
4003C	Repair and Maintenance (including landscaping)	\$ _____
4003D	Specialty Marketing and Promotion Expenses	\$ _____
Total Not-to-Exceed Costs		\$ _____

Grand Total - B.3.5 Option Year Four \$ _____

B.3.6 FIVE YEAR CONTRACT SUMMARY

Base Year	\$ _____
Option Year One	\$ _____
Option Year Two	\$ _____
Option Year Three	\$ _____
Option Year Four	\$ _____
Five Year Total	\$ _____

B.4 An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Office of the Deputy Mayor for Planning and Economic Development (DMPED, has a requirement for a Contractor (herein after referred to as the “Contractor” or the “Operator”) to operate and manage the Gateway Pavilion at St. Elizabeths East.

The Gateway Pavilion, planned to open on August 31, 2013, will be a unique and flexible structure and landscaped area designed by the Design-Build Team at the direction of DMPED and the District Department of General Services (“DGS”). At DMPED’s request, the Operator may be tasked with consulting on the development of the culinary center plans and providing feedback and input on the culinary center concept.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Location
1	Images	Images of Gateway Pavilion	Attachment J.9
2	Regulations	St. Elizabeths Master Plan and Design Guidelines	http://www.dcregs.org/Gateway/NoticeHome.aspx?noticeid=4257153
3	Law	Eastern Market Legislation on Vendor Rates	Attachment J.10
4	Master Plan	St. Elizabeths East Master Plan and Design Guidelines	http://www.stelizabethseast.com/ouropportunity/master-plan/

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

“**Design-Build Team**” shall refer to Davis Brody Bond (with Kadon and Robert Silman Associates).

“**DGS**” shall refer to the District Department of General Services.

“**DMPED**” shall refer to the Office of the Deputy Mayor for Planning and Economic Development.

“**Eastern Market**” refers to the market located at 225 7th Street SE, Washington, DC 20003, operated by DGS.

“**Fiscal Year**” or “**FY**” shall refer to the District’s fiscal year, which starts on October 1st of each calendar year.

“**Gateway Pavilion**” shall refer to the gateway pavilion structure, interior and exterior areas, along with the public land and adjacent public space on Parcel 3, as identified in Attachment 1.

“**Master Plan**” refers to the St. Elizabeths East Master Plan and Design Guidelines dated June 4, 2012, which may be accessed via the following link <http://www.stelizabethseast.com/our-opportunity/master-plan/>.

“**NTP**” shall refer to the notice to proceed provided to Operator by the District.

“**Operator**” means the organization selected to operate the Gateway Pavilion at the East Campus of St. Elizabeths, 1100 Alabama Avenue, SE Washington, DC.

“**O&M Plan**” means the operations and management plan for the Gateway Pavilion.

“**West Campus**” refers to the western portion of the St. Elizabeths campus, which is currently owned by the federal government and is the planned consolidation of the U.S. Department of Homeland Security.

“**Zoning regulations**” refers to the zoning regulations for St. Elizabeths East, which can be found at: <http://www.dcregs.org/Gateway/NoticeHome.aspx?noticeid=4257153>

C.4 BACKGROUND

For the past two years, the District has been diligently developing a physical redevelopment plan and complimentary economic development strategy to guide the revitalization of St. Elizabeths East and surrounding communities. While the planned consolidation of the U.S. Department of Homeland Security and eventual location of 14,000 -17,000 employees on the West Campus – directly across Martin Luther King Jr. Ave – was the initial impetus for this planning, the redevelopment of the East Campus has become a critical project in realizing the District’s goals of fiscal stability, job creation, and economic competitiveness. Success is most critical here as the communities surrounding St. Elizabeths East are among the most economically distressed in the District. Redevelopment offers the opportunity to provide amenities for local communities and the forthcoming future 3,700 U.S. Coast Guard employees – set to arrive on the West Campus in August 2013 – while creating a new center for innovation which will serve to further diversify the District’s economy. There are three distinct economic development goals for the St. Elizabeths East redevelopment:

1. Build an environment (both programmatic and physical) that encourages entrepreneurial businesses in dynamic and innovative sectors to grow in DC, and allows federal government agencies to partner with the private sector in support of innovation and commercialization.

2. Serve as the centerpiece for District-wide efforts to diversify the local economy and enable DC-based businesses to reduce reliance on federal procurement contracts and increase their competitiveness in private sector global markets.
3. Promote DC's existing social and economic assets, and build capacity in under-served communities, to ensure District residents and businesses participate in economic opportunities at St. Elizabeths East.

With the Master Plan and Zoning regulations for the site finalized, the project is moving into its implementation phase. In addition to the planned permanent development contemplated in the Master Plan, events such as a summer series focus on outreach to the Ward 8 community, construction of the interim Gateway Pavilion ("Gateway Pavilion"), building stabilization, release of a request for expressions of interest for a university anchor and phase 1 development partner which is set to occur during the Summer of 2013. The above actions will draw significant attention to the campus and the launch of the Gateway Pavilion. However, as the campus has not been accessible to the public in its more than a century of existence, the District would also like to engage in an effort to provide amenities on the campus immediately, while also opening the campus to the local community and the City as a whole.

The District seeks to take a bold first step in realizing its plans for the redevelopment of the campus by identifying an operator and manager for the innovative and aesthetically unique Gateway Pavilion. The Gateway Pavilion is designed as flexible space that will accommodate food trucks, numerous vendors and community events. The Gateway Pavilion is also designed to serve food-driven interim uses before the redevelopment of the site is complete, and will also provide space for community events, including farmers' markets, theater productions, pop-up retail and tech space and educational programming. The structure and its programmatic elements are meant to activate the St. Elizabeths East prior to the larger redevelopment with the intention of branding it as an asset for the community and a destination for the region by creating a strong and positive sense-of-place – adding value to the rest of the redevelopment efforts.

The Gateway Pavilion is also meant to begin delivering certain goals of the St. Elizabeths East redevelopment efforts – specifically, increased and enhanced amenities and increased entrepreneurial and employment opportunities to the Ward 8 communities. To further supplement the District's efforts, the District is also examining opportunities to create an off-site culinary center that would provide additional culinary support for the food vendors operating out of the pavilion. The Gateway Pavilion will serve as the public vending space for participants of the culinary center.

C.5 GENERAL REQUIREMENTS

- C.5.1** The Operator shall be a not-for-profit association or corporation having experience operating large-scale facility and grounds that promote entertainment, retail, educational, health, cultural and recreation activities. The Operator shall serve as the full time operator for the Gateway Pavilion, and perform the following:
 - C.5.1.1** Prepare and execute a launch, marketing and programming strategy, which shall include marketing the Gateway Pavilion and outreach to the general public;

- C.5.1.2** In consultation with the District, attract retailers/restaurants to the permanent enclosed Gateway Pavilion space;
- C.5.1.3** Develop and execute programs at the Gateway Pavilion throughout the year that include, but are not limited to concerts, small business promotional events, fresh food events, and exercise programs;
- C.5.1.4** Identify and coordinate vendors throughout the year in the vendor space at the Gateway Pavilion;
- C.5.1.5** Coordinate food trucks to service the Gateway Pavilion; and
- C.5.1.6** Manage and coordinate all other aspects related to the operations, maintenance and coordination of the Gateway Pavilion.

C.5.2 The Operator shall accomplish the following goals:

- C.5.2.1** In support of the District's economic development goals outlined in Section C.4, transform the Gateway Pavilion into a successful entertainment and food venue, which incorporates the active use of food trucks and other food vendors as well as a farmers' market while promoting and supporting the sale of arts, crafts, antiques, and other items that complement a food venue;
- C.5.2.2** Successfully incorporate a wide-range of programming and uses at the Gateway Pavilion that support the goals of the St. Elizabeths East redevelopment, including pop-up retail, tech space and educational programming;
- C.5.2.3** Maintain and operate the Gateway Pavilion and adjacent public land and space in high-quality condition;
- C.5.2.4** Protect the environment including the trees and tree boxes;
- C.5.2.5** Ensure public health and safety;
- C.5.2.6** Successfully engage the public, in particular, the local Ward 8 community in activities at the Gateway Pavilion; and
- C.5.2.7** Program and operate the Gateway Pavilion so that it can be maintained on a self-sustaining basis at no cost to the District after year three of operations.

C.5.3 The Operator's responsibilities will be subject to review, advice and further modifications by DMPED. Within 14 days of contract award, the Operator shall enter into a management and license agreement with DMPED, which shall include the Gateway Pavilion, its public land and adjacent public space to the Operator who then may sublicense by written contracts all or part of the building, public land and public space to one or more persons with the approval of DMPED.

C.6 TASK REQUIREMENTS

The Gateway Pavilion shall be operated primarily as an urban fresh food market, with outdoor community arts and public meeting spaces, an arts and crafts market and a flea market, vendor spaces for retail, arts, food and tourism businesses and with compatible uses in the enclosed meeting space. The Operator, in consultation with DMPED, shall determine days of operation and hours for the Gateway Pavilion building and enclosed space, the open-air market and the pedestrian access to the West campus. The Gateway Pavilion, shall, at minimum, operate Monday through Saturday, from 6:00 AM to 3:00 PM.

C.6.1 Project Timing, Tasks and Deliverables

The Operator shall market and promote the use of the Gateway Pavilion, and coordinate public participation in events and the market held at the site. This shall include attending community meetings and considering input from community members concerning the management of the Gateway Pavilion. The Operator shall also complete the following tasks:

C.6.1.1 *TASK 1 - Operations and Management of the Gateway Pavilion*

- C.6.1.1.1 Task 1.1** - The Operator shall work with DMPED and other identified stakeholders to prepare an O&M Plan for the site, which must include a schedule and budget for the on-going operations and management of the Gateway Pavilion. The Operator shall use its knowledge, expertise, and creativity to ensure that any final O&M Plan and execution thereof is compelling and contextually appropriate. The O&M Plan shall include, but not be limited to:
- C.6.1.1.1.1 Food Service** – The Gateway Pavilion shall be operated primarily as an urban fresh food market, with outdoor community arts and public meeting spaces, an arts and crafts market and a flea market, vendor spaces for retail, arts, food and tourism businesses and with compatible uses in the enclosed meeting space. The O&M Plan shall show how food vendors/food stalls will establish a presence in the open-air portion of the Gateway Pavilion at a low cost, comparable to the fees charged by the Eastern Market. The O&M Plan shall include an initial plan to promote use of the space by vendors during the initial 2-3 months of the Gateway Pavilion’s operations. The food service shall be able to provide casual dining for the public and the employees in the new Coast Guard Headquarters, and may include pop-up kitchen space or a permanent café/restaurant within the enclosed space.
 - C.6.1.1.1.2 Food Trucks and Vendors** - The O&M Plan shall provide for outreach and coordination with the food trucks and vendors for weekday lunch services and periodic weekend events. Other food truck and vendor inclusion shall also be allowed. The Operator shall ensure that no vendor occupies any space or stand for the Gateway Pavilion without first having entered into a written contract with either the Operator or DMPED, and that all tenants, licensees and vendors have the required business license and sales and use tax number, and comply with applicable District and Federal laws, regulations and rules governing the Gateway Pavilion.
 - C.6.1.1.1.3 Flexible Space** – The O&M Plan shall provide for use of the space for farmers markets, community events, and other cultural events on the Gateway Pavilion.
 - C.6.1.1.1.4 Other Programmatic Elements** - The O&M Plan shall identify other programmatic elements that work to achieve goals of the St. Elizabeths East redevelopment. This may include partnerships with technology companies, retailers, non-profit organizations and linkages with other local endeavors.

The Operator shall also include a detailed description of its planned outreach and marketing efforts to Ward 7 and 8 businesses, to be provided for and approved by DMPED within thirty (30) days after the Notice to Proceed.

- C.6.1.1.1.5 Community Focused Events** – The O&M Plan shall incorporate events specifically tailored towards the Ward 8 community and neighbors, District residents and visitors, the U.S. Coast Guard and other employees of the Department of Homeland Security located on the West campus, to invite them onto the St. Elizabeths East campus and to ensure that the community is an active part of the initial redevelopment efforts.
- C.6.1.1.1.6 Marketing and Branding** – The O&M Plan shall include a marketing and branding strategy to market the Gateway Pavilion to the general public (Ward 8 and District residents, U.S. Coast Guard and other employees of the Department of Homeland Security, technology companies and the general public), vendors, food trucks and other end-users looking to visit or license space at the Gateway Pavilion in accordance with the overall project goals stated in Section C.5.2. The O&M Plan must also outline the procedures for attracting potential vendors and food trucks, selecting a range of vendors, and entering into agreements with the vendors. This may also include coordination with District agencies on creating specialty vending zones to attract additional food trucks and other specialty vendors.
- C.6.1.1.1.7 Operational Requirements** – The O&M Plan shall also identify the operational features and requirements for the use of the Pavilion, including payroll, theoretical cost, profit and loss, areas of responsibility/job descriptions, employee schedules, training schedules, opening and closing routines, training and operations manuals for the Gateway Pavilion, invoice tracking, and additional systems, as needed. This shall include the days of operation and hours for operation of the Gateway Pavilion building, the open air-market, the use of the landscaped areas in Parcel 3, maintenance of the Gateway Pavilion – specifically including the pedestrian entrance between the St. Elizabeths East and West campuses.
- C.6.1.1.1.8 Business Planning** – The O&M Plan shall also outline anticipated income and fees to be charged for use of the Gateway Pavilion, including fees charged to vendors, food trucks and for the use of particular areas including the roof-top amphitheater and lawn area. The Operator shall include plans on how to include local businesses and residents, plans to market and leverage use of the Gateway Pavilion for fees, which shall be used to offset the cost to operate and maintain the Gateway Pavilion. The O&M Plan shall demonstrate how the Operator intends to reduce the cost of operating the Gateway Pavilion to the District starting in year two (FY2015), with a goal of securing sufficient fees to cover most, if not all, of the operating and maintenance expenses by year three (FY2016).

The Operator shall use its commercially reasonable best efforts to utilize Ward 7 and Ward 8 subcontractors for this Project, with an overall goal of 10% of the contract value being awarded to such subcontractors.

C.6.1.1.2 Task 1.2 - The Operator shall execute the O&M Plan, as approved by DMPED. Execution of the O&M Plan must include on-going operations and management responsibilities for the Gateway Pavilion.

C.6.1.1.3 Task 1.3 - The Operator shall provide DMPED with monthly reports, which outline the status of the items agreed to in the O&M Plan, including the operations and management efforts.

C.6.1.2 Task 1 Deliverables

C.6.1.2.1 Provide for DMPED approval, an O&M Plan, along with a proposed budget and schedule for the operations and management of the Gateway Pavilion in line with the goals stated in Section C.5.2. The O&M Plan must include:

C.6.1.2.1.1 A budget for the annual operating expenses and any capital improvements that may be required to operate and maintain the Gateway Pavilion, together with any necessary cost/benefit analyses;

C.6.1.2.1.2 Estimated income and fees to be charged to users of the Gateway Pavilion;

C.6.1.2.1.3 A proposed schedule of events and marketing and outreach strategy based on the O&M Plan approved by DMPED.

C.6.1.2.2 Submit revised annual budget and schedule to DMPED for review and approval by August 30 of each year, along with any specific recommendations.

C.6.1.2.3 In addition, the Operator shall provide DMPED with monthly updates to the annual report which shall include:

C.6.1.2.3.1 Detailed update on the milestones and projects agreed to in the O&M plan including information on marketing and outreach events and activities for the Gateway Pavilion. The Operator shall prepare marketing materials, social media outreach and promotion and coordinate with the DMPED communications team on implementation.

C.6.1.2.3.2 Detailed timeline with milestones for team members relating to the operations and management of the Gateway Pavilion.

C.6.1.2.3.3 Schedule of project update meetings regarding status of the operation and management of the Gateway Pavilion, recommendations and planning efforts, as needed.

C.6.1.2.3.4 A schedule of events for the upcoming quarter, anticipated number of vendors, and outreach efforts for the upcoming quarter.

C.6.1.2.3.5 Requests for any modifications to the budget or schedule outlined in the annual plan. Such requests must be approved by DMPED.

C.6.1.2.3.6 A written report of operations for the previous month, including a summary of revenues by source and of expenditures by kind and schedule of programs and activities.

Task 1 shall commence upon NTP and be ongoing throughout the contract duration.

C.6.1.3 TASK 2 – On-Going Reporting and Coordination

C.6.1.3.1 The Operator shall maintain regular communications with DMPED for the duration of the contract, which shall include attendance at a minimum of two (2) meetings per month, not to exceed two (2) hours per meeting during the first six (6) months of the contract base period, and one (1) meeting per month thereafter, including any option years. DMPED will provide direction to the Operator and the Operator shall coordinate all management and operational issues relating to the Gateway Pavilion and the related landscape areas with DMPED.

C.6.1.3.2 The District will be responsible for capital expenditures associated with the Gateway Pavilion for the duration of the resultant contract as outlined in the budget approved under Task 1. The District shall only be responsible for approved expenditures. Any operational expenditures must be offset by any amounts received from the Operator relating to the use of the Gateway Pavilion. The Operator shall establish and deposit, into a separate account specifically designated for the St. Elizabeths East Gateway Pavilion, all revenues, proceeds, and moneys from whatever source derived which are collected or received by the Operator on behalf of Gateway Pavilion. These revenues, proceeds, and moneys shall be credited to St. Elizabeths East Gateway Pavilion and shall not, at any time, be transferred to, lapse into, or be commingled with the Operators non-Gateway Pavilion related funds, the General Fund of the District of Columbia government or any other funds or accounts of the District of Columbia government, except for funds transferred to the District of Columbia Treasurer to pay all expenses related to the operations and management of the Gateway Pavilion. DMPED reserves the right to have all accounts for the Gateway Pavilion independently audited on a bi-annual basis.

C.6.1.3.3 DMPED reserves the right to enter into a lease, license, contract, agreement or legally binding understanding with respect to any occupant or occupants of the Gateway Pavilion, including the enclosed space. DMPED will notify the Operator manager of the status of such lease or agreement, including the date of termination or expiration of the lease or sub-assignment or any other change to an agreement or legally binding understanding with the District of Columbia. The Operator shall be responsible for managing the tenant, as outlined in the management agreement.

C.6.1.4 *Task 2 Deliverables*

C.6.1.4.1 On a monthly basis, the Operator shall coordinate update meetings. The Operator shall provide DMPED with:

C.6.1.4.1.1 A schedule of the monthly coordination meetings no more than one (1) week following NTP;

C.6.1.4.1.2 Meeting agendas prepared and delivered at least one (1) business day prior to meeting; and

C.6.1.4.1.3 Meeting minutes prepared and delivered within two (2) business days following meeting.

C.6.1.4.2 The Operator shall maintain hard and electronic copies with an electronic database backup of all documents relating to the operations and management of the Gateway Pavilion in a format that is easily accessible to DMPED, which shall include the following:

- C.6.1.4.2.1 The management and license agreement and any amendments thereto;
 - C.6.1.4.2.2 The O&M Plan, budgets, schedules, and updates thereto;
 - C.6.1.4.2.3 All applications for sub- licensee agreements;
 - C.6.1.4.2.4 All space sub- licensee agreements issued;
 - C.6.1.4.2.5 All receipts collected for space charges and for any other revenue received from any lease or agreement to occupy or use any portion of the Gateway Pavilion;
 - C.6.1.4.2.6 All receipts for any operational expenditures, vendors, contractors or other service providers utilized by Operator in connection with the Gateway Pavilion; and
 - C.6.1.4.2.7 Any additional documents requested by DMPED relating to the operations and maintenance of the Gateway Pavilion.
- C.6.1.4.3 The Operator shall assist with any required support services, including items such as permit liaising by engaging a permit expeditor.

Task 2 is to commence upon NTP and shall be ongoing throughout the contract duration.

C.6.1.5 TASK 3 – Specialty Assistance

- C.6.1.5.1 In addition to the scheduled events noted above in Task 2, at DMPED’s request, the Operator shall organize and execute specialty tasks and events. This may include:
- C.6.1.5.1.1 Assisting DMPED with identifying a tenant for café/restaurant space; and
 - C.6.1.5.1.2 Executing specialty events, including, but not limited to:
 - C.6.1.5.1.2.1 **Taste of Ward 8** – At DMPED’s request, the Operator shall coordinate an event called the “Taste of Ward 8” to promote culinary businesses throughout the District, and particularly in Ward 8. The Taste of Ward 8 shall be held during the Fall and shall be arranged as an annual festival for the campus.
 - C.6.1.5.1.2.2 **Gateway Pavilion Grand Opening** – At DMPED’s request, the Operator shall arrange a series of events associated with the opening of the Gateway Pavilion. The schedule and types of events shall be negotiated directly with DMPED.
 - C.6.1.5.1.2.3 **Pop-up Retail Support** – Supporting DMPED’s economic development programming, including pop-up retail outreach and support at the Gateway Pavilion and on St. Elizabeths East.
 - C.6.1.5.1.2.4 **Food and Beverage Consulting** – Providing food and beverage consulting services not contemplated in the operation and management responsibilities outlined in Section C.6, including the specialty requests such as setting up and implementing all food and beverage systems for the Gateway Pavilion, which may include purchasing, order guides and systems, invoice tracking, reconciling orders, production schedules and additional systems specifically for operating the enclosed café area, as needed.
 - C.6.1.5.1.2.5 **Marketing for Special Events** – This includes providing specialty promotional and marketing materials (such as large banners), promoting events through specialty media outlets and outreach not provided for in the O&M plan, particularly those that might be

Request for Proposals No. DCEB-2013-R-0008

Operations of the Gateway Pavilion at St. Elizabeths East

done in connection with the opening of the West Campus in the Summer of 2013, Pop-up Retail and Vendor programs.

The fees for task 3 shall be in addition to any monthly management fees. These costs of any special events, including special event fees such as talent fees, special equipment rental fees, and other agreed upon special event fees must be approved by DMPED.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

- D.2** All marketing and branding materials must be shared with DMPED in editable format, with any images also provided in high resolution (.jpeg) or similar format.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for one year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable identified in Section C.6.1 and the table below to the CA identified in Section G.9

ITEM	Deliverable	Quantity	Format/Method of Delivery	Due Date
001	Executed Management and License Agreement	1	Hard Copy	14 days after contract award
002	O&M Plan, along with proposed budget and schedule for the operations and maintenance of the Gateway Pavilion as described in C.6.1.2.1 thru C.6.1.2.1.3.	1	Electronic format and hard copy	30 days after the Notice to Proceed
003	The Operator shall also include a detailed description of its planned outreach and marketing efforts to Ward 7 and 8 businesses, to be provided for	1	Electronic format and hard copy	30 days after the Notice to Proceed

Request for Proposals No. DCEB-2013-R-0008
 Operations of the Gateway Pavilion at St. Elizabeths East

	and approve by DMPED.			
004	Monthly report outlining the status of items agreed to in the O&M Plan as described in C.6.1.1.3 - Task 1.3	1	Electronic format and hard copy	15 th of each month
005	Revised annual budget and schedule for DMPED review and approval along with any specific recommendations as described in C.6.1.2.2.	1	Electronic format and hard copy	August 30 of each contract year
006	Monthly update to the annual report as described in C.6.1.2.3 thru C.6.1.2.3.6.	1	Electronic format and hard copy	15 th of each month
007	Attend a minimum of two (2) meetings per month, during the first six (6) months of the contract base period, and one (1) meeting per month for the duration of the contract, including option years as described in C.6.1.3.1.	18	In person	As scheduled
008	A schedule of monthly coordination meetings as described in C.6.1.4.1.1	1	Electronic format and hard copy	One (1) week following Notice to Proceed
009	Meeting agendas as described in C.6.1.4.1.2	1	Electronic format and hard copy	One (1) business day prior to meeting
010	Meeting minutes as described in C.6.1.4.1.3	1	Electronic format and hard copy	Within two (2) days following meeting

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

Deputy Mayor for Planning and Economic Development
Office of the Controller/Agency CFO
1100 4th Street, S.W., Suite E500
Washington, D.C. 20024
Telephone: (202) 727-8111

- 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 (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;
 - 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 agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B";
and

- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does

not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director, Contracts and Procurement
Office of the Deputy Mayor for Planning and Economic Development
1100 4th Street, S.W., Suite E500
Washington, D.C. 20024
Telephone (202) 724-8111
Email: jacque.mcdonald@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO 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 CO.

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

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Catherine Buell
Executive Director, St. Elizabeths East
Office of the Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Ave., NW, Suite 317

Telephone: (202) 538-1282
Fax: 202.727.6703
E-mail address: catherine.buell@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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 COST REIMBURSEMENT CEILING

G.10.1 Cost reimbursement ceiling for CLIN 0003 is set forth in Section B.3.

G.10.2 The costs for performing CLIN 0003 shall not exceed the cost reimbursement ceiling specified in Section B.3.

G.10.3 The Contractor agrees to use its best efforts to perform the work specified in CLIN 0003 and to meet all obligations under this contract within the cost reimbursement ceiling for said CLIN.

- G.10.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of CLIN 0003 will be either greater or substantially less than the cost reimbursement ceiling.
- G.10.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost reimbursement items.
- G.10.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, 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 ceiling specified in Section B.3, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing said CLINs.
- G.10.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.10.8** If any cost reimbursement ceiling specified in Section B.3 is increased, 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 CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.10.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

G.11 HOURLY RATE CEILING

- G.11.1** The ceilings for specified hourly rate items are set forth in Section B.3, CLINs 0002A, 0002B, 0002C and 0002D.
- G.11.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District for these hourly rate items shall not exceed the ceilings specified in Sections B.3, CLINs 0002A, 0002B, 0002C and 0002D.
- G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this contract for these hourly rate items and to meet all obligations under this contract within the hourly rate ceilings.

- G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G. 11.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.3, CLINs 0002A, 0002B, 0002C and 0002D, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3, CLINs 0002A, 0002B, 0002C and 0002D, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G. 11.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G. 11.8** If any hourly rate ceiling specified in Sections B.3, CLINs 0002A, 0002B, 0002C or 0002D is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G. 11.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.3, CLINs 0002A, 0002B, 0002C and 0002D, unless the change order specifically increases the hourly rate ceilings.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision No. 12, dated June 13, 2012, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement

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

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
 - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
 - H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
 - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

DMPED will notify the Operator of any executed leases or agreements between the District and any Gateway Pavilion occupant, including the period of performance or any other changes.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Operator acknowledges that one of the goals of the St. Elizabeths East redevelopment is to create economic opportunity at all skill levels for residents of both Ward 8 and the city as a whole.

H.11.2 The Operator shall be responsible for providing the District with an executed copy of all contracts with Gateway Pavilion occupants.

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. 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

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in

a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury;

contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella/ Excess Liability Insurance. The Contractor shall provide Umbrella/Excess liability insurance as follows: \$3,000,000 limits per occurrence. **The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.**

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director of Contracts and Procurement
Office of the Deputy Mayor for Planning and Economic Development
1100 – 4th Street, SW, Suite E500
Washington, D.C. 20024
Email: jacque.mcdonald@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 12, dated June 13, 2012
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice (2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Images of Gateway Pavilion
J.10	Eastern Market Legislation on Vendor Rates

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

- a corporation incorporated under the laws of the state of: _____
 an individual,
 a partnership,
 a nonprofit organization, or
 a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
 a joint venture, or
 a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror _____ has _____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror _____ has _____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

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

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

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

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: **"Proposal in Response to Solicitation No. DCEB-2013-R-0008 – Operations of the Gateway Pavilion at St. Elizabeths East"**.

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C, and at a minimum include the following:

L.2.1 Knowledge and Experience - 25 points maximum

Offeror must demonstrate its knowledge with and experience in providing similar services or like kind for public and/or private sector clients within the last five (5) years. Offeror must demonstrate a clear understanding of the project requirements.

L.2.2 Capacity, Organization, and Management Approach - 25 points maximum

Offeror must demonstrate its capacity to successfully apply and commit itself to project tasks and to complete required services. It should describe its management approach, staffing, and schedule for assigned projects, scheduling, and its plan for coordination of activities. The

offeror should describe its proposed organizational structure and management approach to assigned projects. It should describe the project team and its plan to maintain schedule and cost control on assigned projects, to resolve constraints, and to interact effectively with the District's operations and staff. Notwithstanding any requirements noted herein, applicants are encouraged to utilize D.C. residents, and Ward 8 residents in particular, in their staffing support.

L.2.3 Past Performance – 15 points maximum

Offeror must provide a list of three (3) previous projects for which the offeror provided identical or similar work within the last five (5) years. Include the name of company, title and description of the project, project value, and period of performance, name of the contract person, title, and telephone number and email address.

L.2.4 Proposed Methodology – 10 points maximum

Offeror's proposed methodology must demonstrate how the offeror intends to complete the project and all deliverables successfully, within the desired timeframes.

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

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00PM local time, Monday, July 8, 2013. 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 CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating 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 seven (7) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than seven (7) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Jacque McDonald, 1100 4th Street, S.W., Suite E500, Washington, D.C. 20024, Phone (202) 724-8111, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO 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 CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director, Contracts and Procurement
Office of the Deputy Mayor for Planning and Economic Development
1100 4th Street, S.W., Suite E500
Washington, D.C. 20024
Telephone (202) 724-8111
Email: jacque.mcdonald@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best

and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.19.1** To be determined responsible, a prospective contractor must demonstrate that it:
 - (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.19.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.20 SPECIAL STANDARDS OF RESPONSIBILITY

L.20.1 In addition to the general standards of responsibility set forth in section L.19, the offeror must demonstrate to the satisfaction of the District. Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

L.20.1.1 Evidence of corporate or non-profit status, such as a certificate of good standing, and a copy of a valid business license

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor 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 range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (75 Points Maximum)

These evaluation factors consider the offeror's knowledge and experience, capacity, organization and management approach, past performance, and proposed methodology used in performing services the same or similar to the required services as described in Section C. These evaluation factors include an examination of the quality of services provided timeliness in service delivery, business practices, and overall satisfaction with the offeror's performance.

M.3.1.1 Knowledge and Experience (0 – 25 points)

This evaluation factor considers the specific expertise related to operating first-class facilities for public use (including entertainment venues, community focused venues, culinary and retail venues) and providing the related services in similar projects within the past five (5) years. [10 points]

This evaluation factor will be evaluated on the offeror's demonstrated knowledge with and experience in providing similar or like kind services for public and/or private sector clients. Offeror must demonstrate a clear understanding of the project requirements. [15 points]

M.3.1.2 Capacity, Organization, and Management Approach (0 – 25 points)

The offeror's demonstrated capacity to successfully apply and commit itself to project tasks and to complete required services. [5 points]

Offeror has described its management approach, organizational structure, staffing, and schedule for assigned projects, scheduling, and its plan for coordination of activities. This includes plans for hiring of D.C. and Ward 8 residents in staffing positions. [10 points]

Offeror has described the project team and its plan to maintain schedule and cost control on assigned projects, to resolve constraints, and to interact effectively with the District's operations and staff. [10 points]

M.3.1.3 Past Performance (0 – 15 points)

Evaluation of past performance allows the District to assess the offeror's ability to perform the required work. [5 points]

This evaluation factor considers the extent of the offeror's past performance within the last five (5) years, in operating and maintaining a first-class entertainment venue. Evaluation of

this factor will be based on the quantity and quality of offeror's performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in offeror's performance shall be considered. [5 points]

The offeror has provided a list of three (3) previous projects for which the offeror provided identical or similar work within the last five (5) years. Including the name of company, title and description of the project, project value, and period of performance, name of the contract person, title, and telephone number and email address. [5 points]

M.3.1.4 Proposed Methodology (0 – 10 points)

This evaluation factor considers the offeror's proposed methodology for this project, including project management, deployment, training, documentation, and ongoing support. [5 points]

This evaluation factor will be evaluated based on the completeness of the offeror's proposed methodology and its match to the functional requirements in Section C. The proposed methodology must demonstrate how the offeror intends to complete the project and all deliverables successfully, within the desired timeframes. [5 points]

M.3.2 PRICE CRITERION (25 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 25 = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.