AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. Contract Number	Page of Pages 1 | 19

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
DCFA-2008-R-0124-003	6-Mar-08		Evidence Control & Storage Facility

6. Issued By: Code	7. Administered By (If other than line 6)
Office of Conracting and Procurement Construction, Design and Building Renovation Group 441 4th Street, NW, Suite 700S Washington, DC 20001	

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)	(X)	9A. Amendment of Solicitation No.
		DCFA-2008-R-0124-003
		9B. Dated (See Item 11) 6-Mar-08
		10A. Modification of Contract/Order No.
Code Facility		10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [x] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

(X)	A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [x] is required to sign this document and return _____ copies to the issuing office.

14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation No. DCFA-2008-R-0124 is hereby amended as follows:

1. Delete Section A.6 "Open Market with set aside for LSDBE subcontracting" and replace with "Open Market with set aside for CBE subcontracting"
2. Delete "Section B" in its entirety and replace with "revised Section B"
3. Delete "Section C" in its entirety and replace with "revised Section C"
4. Section F.1 Delete"...and shall complete all work within 540 calendar days from the date specified in the NTP" and replace with "...and shall complete all work with the exception of Training and Commissioning and Relocation Phases within 540 calendar days."
5. Delete "Section L" in its entirety and replace with "revised Section L"
6. Delete "Section M" in its entirety and replace with "revised Section M"

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Karen Hester	
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia (Signature of Contracting Officer)	16C. Date Signed

SECTION B: PRICING

B.1 The District of Columbia Government, Office of Contracting and Procurement (**OCP**), on behalf of the District of Columbia Office of Property Management (**OPM**) and the Metropolitan Police Department (**MPD**), is seeking a qualified Contractor to perform the design, permitting, site preparation, construction and commissioning of a new state-of-the-art Evidence Control and Property Facility (**ECPF**). In addition, the District of Columbia government has identified a possible site for the new Evidence Control and Storage Facility on the East Campus of St. Elizabeth's on Martin Luther King Jr. Ave, SE (see attachment J.1.U). Interested offerors may suggest alternative sites or existing buildings, including sites outside of the District of Columbia.

B.2 Designation of Solicitation for the Open Market with 50% Small Business Enterprise Subcontracting Set-Aside

This Request for Proposal (RFP) is designated for the OPEN MARKET WITH 50% SUBCONTRACTING SET-ASIDE for certified business enterprise (CBE) offerors only under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005" as amended with no less than 35% of the subcontracted amount to be set-aside for SBEs.

Certified local, small or disadvantaged business enterprises including SBEs must be certified in the procurement category of Building Construction (General Construction, etc) in order to be eligible for the subcontracting set-aside.

B.3. The District contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between $12,000,000 and $15,000,000.

B.4 FINANCING

The District will consider offers for design and construction of the ECPF that proposes 100% Private financing or 100% District financing. Offerors may also propose financing in both categories as long as 100% of the total price is allocated solely to each category. Offerors that propose Private financing shall disclose all terms and conditions of such financing in the price proposal required in Section L.5.2, including but not limited to, the annualized payment amount and the number of years.

B.5. ALLOWANCES

Include in the Construction Cost Breakdown the following allowances:

(i) Hazardous Materials and Environmental Remediation Allowance in the sum of $250,000.00.

(ii) A Contingency Allowance in a sum proposed by the offeror.

B.5.1 CONTINGENCY ALLOWANCE

The Contingency Allowance ("Contingency") shall cover, among other things, (i) increased costs incurred to accelerate design or construction to maintain the progress of the Work on the Project Schedule, (ii) increased costs associated with subsurface or concealed conditions (other than the increased costs from Hazardous Material or Environmental Remediation in B.5.2, (iii) increased costs due to accelerating the Work, and (iv) increased costs associated with correcting design errors or omissions or defects of deficiencies in the construction of the Work. The Contractor may draw upon the Contingency, and the Contractor shall identify the amount of the used Contingency, the reason for using the Contingency, and show an increase in the relevant items in the Schedule of Values by the amount drawn and a decrease in the items for the Contingency. The Contractor may not draw on the Contingency for more than Five Thousand and 00/100 Dollars ($5,000) in any given month unless it first notifies the District of the amount proposed

to be drawn and the above-authorized reason(s) therefore. In no event is the Contingency to be used to fund Change Orders.

In the event, however, the Contractor determines that such Contingency is not needed for such purposes, the Contractor shall return to the District the unused portion of such Contingency following such determination.

B.5.2 HAZARDOUS MATERIALS AND ENVIRONMENTAL REMEDIATION ALLOWANCE

The Hazardous Materials and Environmental Remediation Allowance of $250,000 is for costs associated with removal of any hazardous materials and environmental remediation necessary to prepare the Project Site for the construction of the Project, but not for any usual and customary excavation, sheeting and shoring, foundation or other subsurface costs to be incurred in connection with construction of the Project. In the event, however, the Contractor determines that such Hazardous Materials and Environmental Remediation Allowance is not needed for such purposes, Contractor shall return to the District the unused portion of such Allowance following such determination. In the event costs of hazardous materials removal and environmental remediation exceed such Allowance, Contractor shall be entitled to request a change order for such excess costs, so long as the hazardous materials were not brought to the site by Contractor or anyone for whom the Contractor is liable.

B.6 CONSTRUCTION COST BREAKDOWN

Provide below the breakdown of the proposed lump sum price for the Evidence Control and Property Facility (ECPF) using the following format.

PRICING DATA

Construction Cost Breakdown	District Financing	Private Financing
Hard Costs:		
Construction Costs		
Division 01 - General Requirements/General Conditions		
Division 02 - Existing Conditions		
Division 03 - Concrete		
Division 04 - Masonry		
Division 05 - Metals		
Division 06 - Woods, Plastics and Composites		
Division 07 - Thermal and Moisture Protection (including Roofing)		
Division 08 - Doors and Windows		
Division 09 - Finishes		
Division 10 - Specialties		
Division 11 – Equipment/Technology		
Division 12 - Furnishings		
Division 13 - Special Construction		
Division 14 - Conveying Systems		
Division 21 - Fire Suppression		
Division 22 - Plumbing		
Division 23 - Heating, Ventilation and Air Conditioning		
Division 26 - Electrical		
Division 27 - Communications		
Division 28 - Electronic Safety and Security		
Division 31 - Earthwork		
Division 32 - Exterior Improvements, including Landscape		

Construction Cost Breakdown	District Financing	Private Financing
Division 33 - Utilities		
Division 34 - Transportation		
Commissioning		
Other		
1. Permits and other regulatory fees		
2. Builders Risk Insurance		
3. Liability Insurance		
4. Other Insurance		
5. Bonds		
Subtotal – Hard Costs		
Soft Costs:		
Architectural and Engineering Fees		
Project Management and Supervision		
Training		
Travel		
Legal		
Consultants		
Other		
Contingency Allowance		
Hazardous Materials and Environmental Remediation Allowance	$250,000	$250,000
Financing Costs	**N/A**	
Subtotal – Soft Costs		
Hard Cost + Soft Costs		
Total		

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Government, Office of Contracting and Procurement (**OCP**), on behalf of the District of Columbia Office of Property Management (**OPM**) and the Metropolitan Police Department (**MPD**), is seeking a qualified Contractor to provide a turnkey solution for a new Evidence Control and Property Facility (ECPF) to include the design, permitting, site preparation, construction and commissioning of the new ECPF. The District of Columbia government has identified a possible site for the new Evidence Control and Storage Facility on the East Campus of St. Elizabeth's on Martin Luther King Jr. Ave, SE (Site plan is attached). Interested offerors may suggest alternative sites or existing buildings, including sites outside of the District of Columbia.

C.1.1 PROBLEM STATEMENT

The building that currently serves the District of Columbia, Metropolitan Police Department's Evidence Control Unit (**ECU**) and the Equipment Supply Unit (**ESU**) is inadequate in its design, safety, security and environmental working conditions. More than 1 million items of evidence are contained in a 45-year old, former furniture warehouse with inadequate, lighting, electrical, HVAC and storage systems. Inventory automation is at a bare minimum making items difficult to locate when needed. Property/evidence tracking is inadequate. Packaging is completely irregular and there is not adequate accommodation for: (1) different types of evidence (e.g. narcotics, possible biohazards, cash/valuables, guns, oversize items, etc.), and (2) differing evidence retention periods (up to 65 years for certain types of evidence).

Further detail on current conditions and design recommendations of the new warehouse is available in the attached reports that were produced by Evidence Control Systems (**ECS**) and McClaren, Wilson & Lawrie, Inc. (**MWL**)

C.2 APPLICABLE DOCUMENTS

The scope of services to be provided by the Contractor is further defined by the following Orders and documents, all of which are hereby attached and incorporated by reference, that define the duties and responsibilities of any **MPD** employee who takes part in the collection, storage, security, release and disposal of property.

- **A.** General Order 601.1 (Change Number 1), dated April 30, 1992, titled: Recording, Handling and Disposition of Property Coming into the Custody of the Department
- **B.** SOP ECB 03-04, dated April 29, 2003, titled: Mobile Evidence Control Unit Property Retrieval Procedures.
- **C.** SOP ECD 01-04, dated December 12, 2001, titled: Mobile Evidence Control Unit Property Retrieval Procedures
- **D.** SOP ECD 02-04, dated July 22, 2002, titled: Property Viewings.
- **E.** SOP ECB 02-03, dated May 22, 2002, titled: Court Ordered Release of Civil Forfeiture Funds
- **F.** SOP ECD 01-02, dated August 23, 2001, titled: Expurgation Process.
- **G.** SOP ECD 01-01, dated August 1, 2001, titled: Auction Process
- **H.** Special Order 00-17, dated October 16, 2000, titled: Procedures for Handling Seized Monies
- **I.** SOP, dated October 1, 2005, titled: Corporate Support Group General Support Services Division Evidence Control Branch Internet Disposition Administrative Process
- **J.** SOP ECD 02-01, dated February 1, 2002, titled: Conversion and Auction of Vehicles by Civil Forfeiture
- **K.** SOP 06-01, dated December 20, 2006, titled: Standard Operating Procedures for Holding Facilities

L. Special Order 06-03, dated March 29, 2006, titled: Records Retention and Evidence Preservation (Millicent Allewelt Act of 2004)
M. Property Division Memorandum, undated, titled: PCB Purge Procedures
N. Evidence Control Branch Memorandum, dated August 13, 2002, titled: Audit of Operational Procedures Regarding Property Viewings
O. Northern Gateway Development
P. Living Wage Act of 2006 Fact Sheet and Notice
Q. Evidence Controls Systems, Inc, dated June 2007, titled: Evidence Control Brach – Review and Assessment (ECS).
R. McClaren, Wilson & Lawrie, Inc, dated October 1, 2002, titled: The District of Columbia, Metropolitan Police Department, Evidence and Uniform/Equipment Facility Space Needs Assessment (MWL).

C.3 EXPLANATION OF ACRONYMS

The following explanation of acronyms is applicable to this RFP:

ADA – American with Disabilities Act
CMU- Concrete Masonry Unit
ECPF - Evidence Control and Property Facility
ECS- Evidence Controls Systems, Inc, dated June 2007
ECU – Evidence Control Unit
ENP – Exclusive Negotiating Privilege
ESU – Equipment Supply Unit
FMD – Facilities Management Division
CBE – Certified Business Enterprise
MCL – Mobile Crime Lab
MPD – Metropolitan Police Department
MWL- McClaren, Wilson & Lawrie, Inc, dated October 1, 2002, titled
NTP – Notice To Proceed
OCP – Office of Contracts & Procurement
OPM – Office of Property Management
RFP - Request For Proposal

C.4 PERFORMANCE CRITERIA

C.4.1 The new facility shall serve the needs of both the **ECU** and **ESU**. Each **MPD** unit should have its own dedicated space within the new facility. Each space could have a separate public entrance as described in the **ECS** and **MWL** reports.

C.4.2 The new facility shall have a computerized tracking system that enables **MPD** to quickly retrieve evidence, track evidence movement to court, etc., provide images of stored evidence and automatically generate notices when evidence can be auctioned or destroyed.

C.4.3 The new facility could share a common secured parking lot, with loading docks that meet the requirements described in the **ECS** and **MWL** reports.

C.4.4 Parking for the public could be provided separately in front of the main access point for the public.

C.4.5 Force Protection (Physical Security) measures shall be incorporated into the design including but not limited to digital CCTV system, intrusion alarms, motion detectors, access control and monitoring systems. Standoff distances from roads and public parking areas shall also be considered.

C.4.6 The **ECU** portion of the new facility shall have secured storage vaults. These vaults shall have the ability to regulate the temperature and humidity within their space and must be able to store the following materials: Narcotics, DNA related evidence, Weapons & Ammunitions, Currency & Valuable metals (jewelry), and a Hazardous Material area. Minimum guidelines for these specialized storage spaces are further described in the **ECS** and **MWL** reports.

C.4.7 The new facility shall include workrooms, viewing rooms, and office areas. The **ECS & MWL** reports should be used as a guideline.

C.4.8 The new facility shall have public lobbies. The **ECS & MWL** reports should be used as a guideline reports.

C.4.9 The new facility shall have both a dry and wet fire suppression system.

C.4.10 The new facility should incorporate a shared locker room that includes, full height, ventilated storage lockers.

C.4.11 The new facility shall accommodate potential growth of evidence inventory based on statutory retention periods mandating retention of up to 65 years.

C.4.12 The new facility shall require a minimum "LEED" certification of Silver.

C.4.13 The offeror shall provide extensive training through the commissioning and relocation phases.

C.4.14 The offeror shall propose a suitable site with ease of access to/from major arteries within the Washington DC metropolitan area.

C.4.15 The new facility shall conform to OCTO's technology standards for telephony and data communications.

C.4.16 The offeror shall be responsible for obtaining all zoning approvals.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. PRE-PROPOSAL CONFERENCE

L.1.1 A pre-proposal conference to discuss the contents of this Request for Proposals and other pertinent matters will be held at 11:00 a.m. local time, on March 7, 2008, at the Office of Contracting and Procurement, 441 4th Street, NW Office of Zoning Hearing Room, Suite 220, Washington, D.C., for questions, please call (202) 724- 0232.

L.1.2 Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Proposal Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

L.1.3 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All other questions must be submitted in writing no later than March 11, 2008, in order to generate an official answer prior to the proposal submission date. Official answers will be posted on the OCP website at www.evidencewarehouse.ocp.dc.gov.

L.2 POST-AWARD CONFERENCE

A post-award conference with the selected Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The selected Contractor will be notified of the exact date and time. The conference will be held at the following address:

Office of Property Management
2000 14th Street, NW, 5th Floor
Washington, D.C. 20009

L.3 CONTRACTOR / OFFEROR

Whenever the word "Contractor" is used in sections L and M in a pre-award context, it shall mean "offeror".

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.4.1 Each offeror shall be submitted in a sealed envelope conspicuously marked on the outside:

Proposal in Response to Solicitation No. DCFA-2008-R-0124
Evidence Control and Property Facility

L.4.2 One original and seven copies of each written proposal shall be submitted as well as two compact discs of the proposal. Each proposal 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: (1) Technical Proposal in Response to Solicitation No. DCFA-2008-R-0124; (2) Price Proposal; in Response to Solicitation No. DCFA-2008-R-0124.

L.4.3 Contractors are referred to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Contractor shall respond to each factor in a way that will

allow the District to evaluate the Contractor's response. The Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of the development. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements of this RFP.

L.5 PROPOSAL ORGANIZATION

Each proposal submitted in response to this RFP shall be organized and presented in two separate three ring binders. The first binder shall present the Contractor's Technical Proposal; the second binder shall present the Price Proposal. Each binder shall be organized into tab sections as shown below. Contractors may add an Executive Summary / Introduction at the beginning of each binder. Any additional information not covered by the sections identified below which a Contractor wishes to include in its proposal shall be presented in a miscellaneous information tab at the end of the appropriate binder.

L.5.1 TECHNICAL PROPOSAL FORMAT

The Technical Proposal shall be organized into six tabbed sections as described below, plus an optional Executive Summary/Introduction at the beginning and a miscellaneous information section at the end.

L.5.1.1 Section 1: Contractor's Design Solution

1.A Design Concepts

Describe the design solution proposed for the ECPF, including but not limited to, exterior and interior design ideas and concepts; and sustainable design concepts.

1.B Proposed Storage Solution

Describe the proposed storage solution proposed under this RFP. At a minimum, the Contractor to discuss the following regarding their proposed solution:

a. Technology for evidentiary and supply inventory control, tracking, and monitoring
b. Ease of usage and demonstrated capacity to handle initial and subsequent evidence population.
c. Proposed Training Plan
d. Proposed Support during system activation and population
e. Minimum of 3 references from similar type of application of proposed solution
f. Documented response time for warranty calls and service calls
g. Operational impact on staff reduction
h. Extended Warranties

L.5.1.2 Section 2: Contractor and Team Experience and Past Performance

Identify successful experience, within the last five years, with no more than three design/build projects of similar type, size, and complexity as the ECPF. Provide a list of references for each project listed above including contact information for an owner or an owner representative of the referenced project. Such information shall, at a minimum, include: company's name and address, point of contact, telephone and fax numbers, type of services provided, period of performance, and dollar value. Firm past performance shall also be submitted for the Architect and General construction contractor, if either firm is different from the respondent to this RFP. The District is not responsible for the accuracy of the contact information provided.

L.5.1.3 Section 3: Contractor and Team Members Organization and Professional Qualifications

3.A Contractor Organization and Qualifications

Provide an overview of the Contractor's firm, including but not limited to:

a. Names and contact information for principals
b. Number of employees
c. Annual business revenues
d. Office Locations
e. Professional qualifications of the firm for projects similar in type, size, and complexity to the ECPF.

3.B Team Members Organization and Qualifications

Provide the same information for the Architect and General Construction Contractor, if such firms are different from the Contractor responding to this RFP. Describe past working relationships between the Contractor and team members.

L.5.1.4 Section 4: Subcontractor Plan

Submit a plan for full compliance with the LSDBE requirements of the RFP.

L.5.1.5 Section 5: LSDBE Certification and Tax Certification Affidavit

Submit the firm's LSDBE Certification, if applicable and Tax Certification Affidavit.

L.5.1.6 Section 6: Section K Representations, Certifications and Other Statements

Submit the representations, certifications, and other statements required by section K of this RFP.

L.5.2 PRICE PROPOSAL FORMAT

The price proposal shall be organized into two tabbed sections as described below, plus an optional Executive Summary/Introduction at the beginning and a miscellaneous information section at the end.

L.5.2.1 Section 1: Construction Cost Breakdown

The Contractor shall submit its Construction Cost Breakdown in B.6 to Design and Construct the ECPF.

L.5.2.2 Section 2: Private Financing

If Private financing is proposed, Section 2 shall include:

A full description of such financing, including but not limited to, the source of financing, the annualized payment amount, number of years, and any other terms and conditions.

L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.6.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than 2:00 pm on March 24, 2008 as shown in § A of this RFP. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

(a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

(b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

(c) The proposal is the only proposal received.

L.6.2 HAND DELIVERY OR MAILING OF BIDS TO:

Bid Room
Office of Contracting and Procurement
441 4th Street, 7th Floor Bid Room
Washington, DC 20009

L.6.3 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.6.4 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 Contractor can furnish evidence from the postal authorities of timely mailing.

L.6.5 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.6.6 LATE PROPOSALS

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

L.7 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the contact person, identified on page one. The prospective Contractor shall submit questions no later than March 11, 2008, 10 *calendar* days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 *calendar* days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Contractors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.9.1 Contractors 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 Contractor 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.9.2 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.10 RESERVED

L.11 PROPOSAL PROTESTS

Any actual or prospective Contractor or contractor, who is aggrieved in connection with the

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

L.12 SIGNING OF OFFERS

The Contractor 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.13 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 Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.14 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 Contractors.

L.15 PROPOSAL COSTS

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

L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.17 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor 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 § A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.18 BEST AND FINAL OFFERS

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

L.19 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of Contractor;

L.19.2 A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code § 47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor 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.19.3 If the Contractor 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.20 RESERVED

L.21 FAMILIARIZATION WITH CONDITIONS

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the 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.22 STANDARDS OF RESPONSIBILITY

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

L.22.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.22.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.22.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.22.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.22.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.22.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.22.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.22.8 If the prospective awardee fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective awardee to be non-responsible.

L.23 PROPOSAL, PERFORMANCE, AND PAYMENT BONDS:

L.23.1 A proposal guarantee in the amount of 5% of the proposal price is required with proposals over $100,000.00. If a offeror fails to provide the required proposal guarantee, such failure will require rejection of the proposal. Types of guarantees acceptable to the District of Columbia are:

L.23.1.1 A bond provided by a surety in accordance with 27 DCMR Chapter 2708.

L.23.1.2 A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or

L.23.1.3 United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.23.2 Article 12 Section C of the Instructions to Bidders of the Standard Contract Provisions for Construction Contracts, January, 2007, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 27 DCMR § 2703, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract. The performance and payment bonds shall be provided by the Contractor upon request by the Contracting Officer.

L.24 ACCEPTANCE PERIOD:

The contractor agrees that its offer remains valid for a period of 120 calendar days from the submission date/time. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the proposal guarantee for an additional 30 days.

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.1.1 Evaluation Procedures

The District shall evaluate proposals in accordance with the following criteria listed in descending order of importance:

(1) **Technical Criteria (70 Total Points)**

Criteria 1 - Contractor's Design Solution **40 Points**

Sub-factor 1 - Design Concepts **20 Points**
Sub-factor 2 - Proposed Storage Solutions **10 Points**
Sub-factor 3 – Proposed Integrated Technology and Evidence Tracking System Solution **10 Points**

Criteria 2 – Contractor and Team Experience and Past Performance **20 Points**

Sub-factor 1 – Contractor Experience and Past Performance **10 Points**
Sub-factor 2 – Team Experience and Past Performance **10 Points**

Criteria 3 – Contractor and Team Members Organization and Professional Qualifications **10 Points**

Sub-factor 1- Contractor Organization and Qualifications **5 Points**
Sub-factor 2 – Team members organization and qualifications **5 Points**

M.1.2 Oral Presentations

Each Contractor in the competitive range, if requested by the District, shall make an oral presentation as scheduled by the District. Information presented by each Contractor at the oral presentations may be used by the District to increase its understanding of the Contractor's proposal. The oral presentation shall not be used by the Contractor to amend its proposal

(2) **Price Evaluation (30 Points)**

M.1.3 PRICE FACTOR

In accordance with Section B.4, a Contractor can submit as many as two price proposals, one that proposes District financing and one that proposes Private financing. Each price proposal submitted will be evaluated and scored separately using the formula below to determine each Contractor's evaluated price score. Therefore, the Contractor with the lowest price regardless of the type of financing proposed will receive the maximum price points. All other proposals will receive a proportionately lower total score.

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

M.2 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

M.2.1 General Preferences

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

M.2.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, 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.2.1.2 Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the

DSLBD, as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.2.1.3 Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.2.1.4 Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, 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.2.1.5 Any prime contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, 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.2.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, 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.2.2 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 for this procurement 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.2.3 Preferences for Certified Joint Ventures

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

M.2.4 **Vendor Submission for Preferences**

M.2.4.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.2.4.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.4.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.4.2 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: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.2.4.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2.5 **Mandatory Subcontracting Requirement**

M.2.5.1 At least 50% of the dollar value of the ECPF Contract shall be subcontracted to certified business enterprises with no less than 35% of the subcontracted amount to be set-aside for SBE. The costs of materials, goods, and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods, and supplies are purchased from SBEs.

M.2.5.2 If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

M.2.6 **LBE, SBE, or DBE Prime Contractor Performance Requirements**

M.2.6.1 If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.2.6.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.2.7 **Prime Contractor Performance Requirements Applicable to Joint Ventures**

M.2.7.1 If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.2.7.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.2.8 **Performance Requirement for Contracts of $1 Million or Less**

If this is a construction contract of $1 million or less for which an LBE, SBE, or DBE is selected as prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE prime contractor shall perform at least 50% of the on-site work with its own work force.

M.3.9 **Subcontracting Plan**

Any prime contractor responding to this solicitation shall submit with its proposal a notarized statement detailing its subcontracting plan. Once the plan is approved by the Contracting Officer, changes will only occur with the prior written approval of the Contracting Officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.2.9.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.2.9.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.2.9.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.2.9.4 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;

M.2.9.5 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;

M.2.9.6 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;

M.2.9.7 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;

M.2.9.8 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

M.2.9.9 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.

M.2.10 Compliance Reports

By the 5th of every month following the execution of the contract, the prime contractor shall submit to the Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

1. The dollar amount of the contract or procurement;
2. A brief description of the goods procured or the services contracted for;
3. The name of the business enterprise from which the goods were procured or services contracted;
4. Whether the subcontractors to the contract are certified business enterprises;
5. The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
6. A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.3.5; and
7. A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.3.5.

M.2.11 Enforcement and Penalties for Breach of Subcontracting Plan

M.2.11.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the Contracting Officer and the Director of DSLBD, and the Contracting Officer determines the contractor's failure to be a material breach of the contract, the Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.2.11.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through 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 local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.