

SOLICITATION, OFFER, AND AWARD			1. Caption Legal Services to Revise DCMR Title 5			Page of Pages 1 39									
			2. Contract Number		3. Solicitation Number DCGW-2008-R-0006		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"/> Emergency		5. Date Issued 2/4/2008		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:				
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001						8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001 Attn: Yvette Henry									
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"															
SOLICITATION															
9. Sealed offers in original and <u>5</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>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>20-Feb-08</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 Yvette Henry, Contract Specialist			B. Telephone (Area Code) 202 (Number) 724-3968 (Ext)			C. E-mail Address yvette.henry@dc.gov							
11. Table of Contents															
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OFFER															
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</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 <input checked="" type="checkbox"/>			10 Calendar days %			20 Calendar days %			30 Calendar days %			___ Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number		Date					
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract											
15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>			17. Signature			18. Offer Date						
AWARD (TO BE COMPLETED BY GOVERNMENT)															
19. Accepted as to Items Numbered				20. Amount				21. Accounting and Appropriation							

SECTION B
SUPPLIES OR SERVICES AND PRICES

B.1 The District of Columbia (District), Office of Contracting and Procurement on behalf of the Office of the Deputy Mayor of Education (ODME) is seeking consulting services from a law firm (“Contractor”) with demonstrated expertise in the areas of national, local- and state-level education policy and statutory or regulatory drafting to revise or draft regulations governing all aspects of local (DCPS) and state-level education functions within the District of Columbia as required by federal law and Title 38 of the D.C. Code, pursuant to the Public Education Reform Amendment Act of 2007, D.C. Law 17-9, (“PERA”).

B.2 The District contemplates award of a fixed price contract for the development of regulations (CLIN 0001).

B.3 SCHEDULE

B.3.1 BASE YEAR

Contract Line Item Number (CLIN)	Description of Services	Price Per Unit	Qty	Total Price
0001	Review other local and state regulations	\$	1 job	\$
0002	Meet with District Education Leaders and Community stakeholders (25 to 30 meetings)	\$	1 job	\$
0002AA	Preliminary and Final Draft of regulations and proposed amendments to Title 38 of the D. C. Code	\$	1 job	
0002AB	Sr. Associate	\$	Hr.	for cost price analysis purposes
BASE YEAR TOTAL NOT TO EXCEED PRICE				\$

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Office of the Deputy Mayor for Education (ODME) (collectively, the “District”), is seeking consulting services from a law firm (“Contractor”) with demonstrated expertise in the areas of national, local-, and state-level education policy and statutory or regulatory drafting to revise or draft regulations governing all aspects of local (DCPS) and state-level (OSSE) education functions within the District of Columbia as required by federal law and Title 38 of the D.C. Code, pursuant to the Public Education Reform Amendment Act of 2007, D.C. Law 17-9, (“PERA”). The Contractor, by and through its Key Personnel, will be responsible for advising the ODME with regard to legal issues, strategic considerations, and drafting concerns arising from the development, drafting, review, and revision of the education regulations as well as from any proposed amendments to Title 38 of the D.C. Code.

C.1.1 Applicable Documents

Item No.	Document Type	Title
1	Statute	D.C. Official Code § 38-101 <i>et seq.</i>
2	Regulations	D.C. Municipal. Regulations. Title 5
3	Emergency Rulemaking	54 D.C. Register 10324 (District of Columbia Public Schools rules for athletic eligibility)
4	Emergency Rulemaking	54 D.C. Register 8359 (Office of Public Education Facilities Modernization)
5	Proposed Rulemaking	54 D.C. Register 7265 (Office of the State Superintendent of Education rules for rate-setting for nonpublic special education placements)
6	Statute	Public Education Reform Amendment Act of 2007, D.C. Law 17-9, (“PERA”).

C.2 BACKGROUND

The mission of the Office of the Deputy Mayor for Education (ODME) is to plan, coordinate, and supervise public education and education-related activities in the District of Columbia, including development and support of programs to improve the delivery of educational services and opportunities, from early childhood to the post-secondary education level. The ODME’s purpose is to provide high-level leadership and support of the Mayor’s aligned, unified educational mission. The ODME works with the District of Columbia Public Schools (DCPS) and Office of the State Superintendent for Education (OSSE) to ensure academic success and the provision of a high-quality public education to all children and youth in the District of Columbia.

In furtherance of the Mayor's efforts to improve the quality of public education in the District of Columbia, the Public Education Reform Amendment Act of 2007 restructured the governance of the DCPS, reframing the Board of Education as the State Board of Education and creating a direct line of accountability between the DCPS Chancellor (formerly Superintendent) and the Mayor. This change in authority created a disconnect between the governance structure mandated by law and the governance structure assumed within the District's education regulations.

Because of the critical importance of clear lines of responsibility and decision-making authority in a successful educational system, the requirement to separate and clarify state functions from local functions, and the need to ensure compliance with local and federal law, all within a short time frame, the District requires the services of a Contractor, with the expertise described in Section C.1, that can quickly understand the public policy and legal requirements underlying a successful educational system, including the need for stakeholder input, and has demonstrated an ability to successfully craft rules and regulations for use by the District.

C.3 REQUIREMENTS

C.3.1 LEGAL CONSULTATION SERVICES

- C.3.1.1** The Contractor shall review regulations in other jurisdictions (both local and state) in order to appropriately and in an ideal manner separate local regulations from state regulations. From this review, the Contractor shall select three local jurisdictions which with their corresponding state regulations have a division of responsibilities between the local and state education agencies that, in the professional judgment of the Contractor, reflects an exceptionally high standard of effectiveness and efficiency. The Contractor shall provide the ODME with citations and tables of contents for both the local and state rule-making for the selected three jurisdictions as well as a list of all jurisdictions whose regulations the Contractor reviewed. The Contractor shall also consider and to the statutes and regulations of any jurisdictions identified by DCPS and OSSE as effective refer in the process of drafting proposed regulations and statutory revisions. As work has begun on this review internally, the Contractor shall coordinate with OSSE and DCPS to minimize the duplication of effort.
- C.3.1.2** The Contractor shall, in coordination with the ODME, meet with community stakeholders and education leaders to gather information about the needs and priorities of the various stakeholder communities regarding specific issues within the regulations. These meetings will be scheduled by the ODME and will include representatives of OSSE and DCPS.
- C.3.1.3** Prior to each meeting held in accordance with C.3.1.2, the Contractor shall identify the areas of the regulations that are germane to the individuals and organizations attending the meeting. The Contractor shall prepare for the meeting by generating a list of questions, decision points, and topics for general discussion to be approved in writing by the COTR in advance of the meeting. The Contractor shall actively participate in and record notes for each meeting.
- C.3.1.4** Utilizing the information obtained from the review of regulations in other jurisdictions pursuant to C.3.1.1 and the meetings held pursuant to C.3.1.2, the Contractor shall, for DCPS, OSSE, and the Office of Public Education Facilities Modernization (OPEFM) and in accordance with local and federal law, propose revisions to existing regulations,

draft new proposed regulations as needed, and propose a logical organization for the regulations that clarifies the distinction between local and state responsibilities.

- C.3.1.5** In revising and drafting the regulations, the Contractor shall pay particular attention to the requirement of State Board approval of certain, but not all, state education regulations specified in section 403 of PERA. The Contractor shall also give great weight to any drafts of regulations that may be proposed or provided by current education leaders within DCPS, OSSE, and OPEFM as well as to comments from the U.S. Department of Education regarding sections relevant to federal law during this process.
- C.3.1.6** The Contractor shall submit a complete preliminary draft of the proposed regulations to the ODME on or before May 2, 2008. The preliminary draft shall include a side-by-side comparison or crosswalk of the current and proposed rules with comments describing the decisions that were made to retain or change each current regulation. The District will review the draft and provide any comments, changes, or decisions to the Contractor within 72 hours of after receipt of the draft.
- C.3.1.7** The Contractor shall incorporate any changes requested by the District and submit a complete revised draft on or before June 6, 2008.
- C.3.1.8** The Contractor shall advise the ODME throughout the term of the contract with regard to legal issues, strategic considerations and drafting concerns arising from the drafting, review or revision to the regulations and any proposed amendments to Title 38 of the D.C. Code.
- C.3.1.9** The Contractor shall propose and submit to ODME draft amendments to Title 38 of the D.C. Code as needed.
- C.3.1.10** The Contractor shall communicate with ODME representatives throughout the term of the contract throughout the terms of the contract both verbally and in writing at the frequency as requested by ODME and as necessary to ensure timely completion of the above stated requirements.

C.3.2 TECHNICAL CAPACITY

The Contractor shall provide the technical capacity as necessary to successfully perform the required services, including at a minimum the following:

C.3.2.1 Staff and Organization

The Contractor shall provide the staffing, organization, and expertise required to perform the required professional services.

C.3.2.2 Key Personnel

The Contractor shall provide and make available key personnel, including, at minimum, two (2) attorneys licensed by the D.C. Bar, one of whom must have at least three years experience in practice, to perform the required legal services. Each attorney performing services for the District shall have demonstrated experience and expertise in federal, local, and state level education policy and rule-making, including an understanding and knowledge of local and federal education law as well as local administrative procedure.

C.3.2.3 Organization

The Contractor shall have an organizational structure that establishes reporting lines and lines of accountability among the Contractor's staff and consultants, as applicable, and which facilitates an efficient and effective approach to the completion of the required services.

C.3.3 MONITORING OF SERVICES PROVIDED AND MAINTENANCE OF SUPPORTING DOCUMENTATION

C.3.3.1 The Contractor shall perform day-to-day inspection and monitoring of the services it provides and bills the District.

C.3.3.2 The Contractor shall maintain detailed records that demonstrate that the services provided and billed to the District have been performed. Such records shall be provided monthly to the COTR and shall include, at a minimum, the names of the persons providing the services, the number of hours that each individual worked, a description of services and the dates that the services were provided during the billing period being reported/billed.

SECTION D
PACKAGING AND MARKING

This section is not applicable to this contract.

SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF WORK PERFORMED

E.1.1 The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

SECTION F
DELIVERY OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be from the effective date of the award specified on page one of the Contract through September 30, 2008.

F.2. DELIVERABLES

The Contractor shall submit the following deliverables to the COTR.

Deliverable No.	Description of Deliverable	Format/Method of Delivery	Due Date
C.3.1.1	Citations and tables of contents for both the local and state rule-making for three selected jurisdictions having a particularly effective and efficient division of responsibilities between the local and state education agencies.	Microsoft Word document delivered via email to ODME	Two weeks after contract award*
C.3.1.4- C.3.1.6	Draft of regulations for DCPS, OSSE, and OPEFM, including a side-by-side comparison or crosswalk of the current and proposed rules with comments describing decisions that were made to retain or change each current regulation	Microsoft Word document with redline capabilities delivered via email to ODME	May 2, 2008*
C.3.1.7	Final draft of regulations incorporating any changes requested by the District	Microsoft Word document with redline capabilities delivered via email to ODME	June 6, 2008*
C.3.1.9	Proposed amendments to Title 38 of the D.C. Code	Microsoft Word document with redline capabilities delivered via email to DME	June 6, 2008*
C.3.3.2	Monthly Report of Services Provided as stated in Section C.3.3.2	1 soft copy 1 hard copy	10 th day of each month*

* The deliverable dates above are subject to change through contract modification. However, none of the deliverables shall exceed the September 30, 2008 date of contract expiration.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in 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 this Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), with duplicate copies to the Contracting Officer's Technical Representative (COTR), specified in G.7.1. The address and telephone number for the CFO is

Office of the Chief Financial Officer
441 4th Street N.W., Room 890 North
Washington, DC 20001
INCLUDE TELEPHONE NUMBER

G.2.2 The Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

Payment will be made based upon Section B (Price Schedules) and Section F (Deliverables).

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.7 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

G.7.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Mark Ouellette
Special Assistant
Office of the Deputy Mayor for Education
1350 Pennsylvania Avenue NW, Suite 307
Washington, DC 20004
(202) 727-5050
(202) 727-8198 (fax)

G.7.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.7.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.8 AUTHORITY OF CONTRACTING OFFICER

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

Joseph Albanesi
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW
Suite 700 South
Washington, DC 20001
(202) 727-0821

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost

increase incurred as a result thereof.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified 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 2005-2104, Rev. No. 04, dated July 5, 2007 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment. To obtain a copy of the Wage Determination go to <http://www.wdol.gov/sca.aspx>.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to

the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.8 INDEPENDENT CONTRACTORS (ADVISORY AND ASSISTANCE SERVICES)

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

H.9 CONFLICT OF INTEREST

H.9.1

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

H.10 ETHICAL OBLIGATIONS AND LEGAL CONFLICTS OF INTEREST

H.10.1 An attorney-client relationship will exist between the District and any attorney who performs work under the Contract, as well as between the District and the firm of any attorney who performs work under the Contract. The D.C. Rules of Professional Conduct (RPC) and the ethical rules of any other jurisdiction in which work is performed are binding on the Contractor. The parties agree that the District of Columbia may have a contractual cause of action based on violation of such rules, in addition to any other remedies available.

H.10.2 In addition to the prohibitions contained in the RPC and the ethical rules of any other jurisdiction in which work is performed, the Contractor agrees that it shall recognize that in the performance of the Contract it may receive certain information submitted to the District government on a proprietary basis by third parties, information which relates to potential or actual claims against the District government, or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Contractor shall use such information exclusively in the performance of the Contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by applicable law or court order. The Contractor also agrees that, to the extent it is permitted to disclose such information, it will make such disclosures only to those individuals who need to know such information in order to perform required tasks in their official capacity and will restrict access to such information to such individuals.

H.10.3 Before any Contractor can be retained to perform legal services under the Contract, on behalf of the District government, the Attorney General for the District of Columbia must review and waive all actual or potential direct and indirect conflicts of interest pursuant to RPC 1.6, 1.7, 1.8, 1.9 and 1.10. After notice of its selection, each prospective Contractor shall provide the Attorney General with the following: (1) a written statement that there exists no Rule 1.7(a) direct conflict of interest regarding the work to be performed under the Contract; (2) a written description of all actual or potential conflicts of interest regarding the work to be performed under the Contract that require waiver pursuant to Rule 1.7(b) because the Contractor represents another client in a matter adverse to any of the following: (i) the District government agency or instrumentality to be represented under the Contract; (ii) the District government as a whole; or (iii) any other agency or instrumentality of the District government (for this purpose, under D.C. Bar Legal Ethics Committee Opinion No. 268, a representation of a private client against a discrete government agency or instrumentality can have government-wide implications and thus constitute a representation adverse to the government as a whole pursuant to the RPC); and (3) a written description of all representations of clients who are or will be adverse to the District government with regard to the work to be performed under the Contract, whether or not such representations are related to the matter for which the work is to be performed under the Contract.

H.10.4 The Attorney General generally does not grant prospective conflict of interest waivers, except in certain *pro bono* matters. Thus, in addition to the prohibitions contained in the RPC and the ethical rules of any other jurisdiction in which work is performed under the Contract, without the consent of the Attorney General, the Contractor shall not represent any party other than the District in any disputes, negotiations, proceedings

or litigation adverse to any agency or instrumentality of the District government or the District government as a whole, including, but not limited to, matters related to the work to be performed under the Contract. The Contractor shall notify the Attorney General immediately, in writing, of any potential conflicts of interest (as defined in the RPC) that arise during the period that the Contractor is performing work under the Contract. The Attorney General makes every attempt to be reasonable in deciding whether or not to consent to a conflict of interest and usually makes this decision promptly after receiving notice and sufficient information regarding the conflict. If the Attorney General does not waive a conflict of interest, the Contractor shall undertake immediate action to eliminate the source of any such conflict of interest.

H.10.5

Before any Contractor can be retained pursuant to the Contract, the Attorney General for the District of Columbia must review all actual, direct and potential conflicts of interest on behalf of the District government in light of D.C. Bar Rules of Professional Conduct (“RPC”) 1.6, 1.7, 1.8, 1.9 and 1.10. Each prospective Contractor shall provide the Attorney General with written notice of all actual or potential direct and indirect conflicts of interest in which the Contractor represents (or may represent) another client with interests adverse to the District government agency to be represented as well as against the District government as a whole. For this purpose, under D.C. Bar Legal Ethics Committee Opinion No. 268, attached as an Exhibit hereto, a representation of a private client against a discrete government agency can have government-wide implications and thus qualify under the RPC as being against the government as a whole, including the individual agency that the private firm represents. In that situation, the private firm would be required to notify the Attorney General of the existence of a conflict under RPC 1.7 and obtain consent to such representation and waiver of the conflict. The Attorney General makes every attempt to be reasonable in deciding whether or not to consent to a conflict and usually makes this decision promptly after receiving notice of the conflict.

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:
- 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

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 Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by 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

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

I.8.1 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.

I.8.2 Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.

I.8.3 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.4 Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.8.5 Professional Liability Insurance, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other “professions” with a professional liability exposure).

I.9 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements. Each Offeror shall complete and submit with the bid the EEO Compliance Document Forms. To obtain a copy of the EEO Compliance Document Forms go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on EEO Compliance Documents.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), the Standard Contract Provision, available at www.ocp.dc.gov, and the U.S. Department of Labor Wage Determination No.2005-2104, Revision No. 4, Dated July 5, 2007, available at <http://www.wdol.gov/sca.aspx>

SECTION J
LIST OF ATTACHMENTS

Attachment	Title
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, Dated March 2007 Available at http://ocp.in.dc.gov
J.2	U.S. Department of Labor Wage Determination No.2005-2104, Revision No. 4 Dated July 5, 2007 Available at http://www.wdol.gov/sca.aspx
J.3	Past Performance Evaluation Form
J.4	Tax Certification Affidavit

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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, "District Employees Not To Benefit" will benefit from this contract.

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

- 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 on the offer 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);

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

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.4.

- K.8** Each offeror must submit with its offer a First Source Employment. To obtain a copy of the First Source Employment Agreement form go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on First Source Employment Agreement.

SECTION L
NOTICES, CONDITIONS, AND INSTRUCTIONS TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

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

L.2.1 Proposals shall be submitted no later than the time and date specified on the cover page 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, 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 no later than the fifth (5th) calendar 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 after receipt; or
- c. The proposal is the only proposal received.

L.2.2 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 withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.2.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.2.4 A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.2.5 A late proposal, late modification or late withdrawal of an offer that is not considered, shall be held unopened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.2.6 Hand Delivery or Mailing of Proposals

Proposals shall be hand delivered or mailed to:
Government of the District of Columbia
Office of Contracting and Procurement -Bid Counter
441-4th Street, NW
Room 703 South
Washington, D.C. 20001
Attention: Yvette Henry

L.3 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective Offeror desiring an explanation or interpretation of this solicitation shall request it in writing and in time to reach the Office of Contracting and Procurement no later than three (3) calendar days prior to the closing date and time indicated for this solicitation. Requests should be directed to the Contact Person at the address listed in Section L.2.6. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment to the solicitation, if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the awarded of the contract will not be binding.

L.4 FAILURE TO SUBMIT OFFER

L.4.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, 441-4th Street NW, Room 700 South, Washington, DC 20001, Telephone No. (202) 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements.

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

L.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

1.5.1.1. Mark the title page with the following legend:

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

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

L.5.3 Mark each sheet of data it wishes to restrict with the following legend:

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

L.6 PROPOSAL PROTEST

Any actual or prospective bidder, Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer identified in G.8 of the solicitation.

L.7 SIGNING OF OFFERS

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

L.8 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.9 RETENTION OF PROPOSALS

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

L.10 PROPOSAL COSTS

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

L.11 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

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

L.12 ACKNOWLEDGEMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided in Section A; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgement by the date and time specified for receipt of offers.

L.13 LEGAL STATUS OF OFFEROR

L.13.1 The Offeror shall include the following information in the proposal as applicable:

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

L.13.2 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.14 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for

properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.15 ACCEPTANCE PERIOD

The Offeror agrees to furnish services at the price stated in the Price Proposal, delivered or performed at the designated place within the time specified in this solicitation the following occurs if the offer is accepted within one hundred and eighty (180) days from the date specified in the solicitation for the submission of proposals.

L.16 COMPLETE PROPOSALS

Proposals shall represent the Offeror's best efforts and will be evaluated as such. Proposals shall set forth full, accurate, and complete information as required by this solicitation.

L.17 BEST AND FINAL OFFERS

L.17.1 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.

L.17.2 Best and Final Offers will be subject to the Last Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation.

L.17.3 After receipt of Best and Final Offers, no discussions will be held to reopen unless the Contracting Officer determines that it is clearly in the District's best interest to do so.

L.17.4 If discussions are reopened, the Contracting Officer shall issue an additional request for Best and Final Offers to all Offerors still within the competitive range.

L.18 STANDARDS OF RESPONSIBILITY

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

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

L.18.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;

L.18.4 Evidence of compliance with the applicable District licensing and tax laws and regulations;

- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics;
- L.18.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them; and
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.19 PROPOSAL FORM AND ORGANIZATION

All proposals must be submitted on 8.5" by 11" bond paper and typewritten. Telephonic and telegraphic proposals will not be accepted. The Offeror's proposals shall be organized with the following parts in the following order:

- Part 1: Executive Summary
- Part 2: Technical Approach
- Part 3: Qualifications and Experience of the Offeror's Staff and Subcontractor Information
- Part 4: Past Performance
- Part 5: Conflict of Interest Certification
- Part 6: Price Proposal

Detailed information about the requirements of each Part is provided below.

L.19.1 Part 1 – Executive Summary

- 1) The Offeror shall provide a brief discussion of the history of the Offeror's firm, its organization, the number of employees, and a synopsis of services provided.
- 2) The Offeror shall include a signed Solicitation, Offer and Award Form (page 1 of the solicitation) and any signed amendments to the solicitation. The person signing the offer shall initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the contracting officer. The Offeror shall set forth, in this Section, the name, title, telephone number, and address of the person authorized to negotiate in behalf of the Offeror and contractually bind the Offeror, if other than the person signing the proposal.

L.19.2 Part 2 – Technical Approach

- 1) The Offeror shall describe its approach to developing the regulations required and completing the work outlined in Section C Specifications/Work Statement and the deliverables in Section F – Delivery or Performance. The Offeror shall agree to provide the services and abide by the requirements set forth in that Section.
- 2) The Offeror shall provide an organizational Chart that indicates the Offeror's staff,

subcontractors, and consultants to provide services under this contract. The Offeror's organizational chart shall provide the Offeror's structure and reporting lines and lines of accountability for those to perform services under this contract.

L.19.3 Part 3 – Qualifications and Experience of Offeror's Staff

- 1) The Offeror shall demonstrate that the key personnel to be assigned to this project have:
 - a. Demonstrated experience and expertise in federal, local and state level education policy and rule-making, including an understanding and knowledge of local and federal education law as well as local administrative procedure and
 - b. demonstrated experience in drafting legislation and regulations;
- 2) The Offeror shall provide the following additional information for its proposed key personnel:
 - a. Resume for each with full name, title and position with firm, areas of expertise, a description of duties and responsibilities, time with firm and years in practice and the affiliation (that is, staff or subcontractor);
 - b. Education/Training;
 - c. License or Certification as applicable;
 - d. Details about any current or past related work experience; and
 - e. Percentage of time that each will devote to the project in total and broken down by task.

L.19.4 Part 4 – Past Performance

- 1) The Offeror shall provide a list of contracts the Offeror has previously performed for similar legal services, including development of regulations, for the District, a city, county, municipality, the Federal government or any instrumentality or agency of any of the foregoing related to federal, local, and state level education policy and rule-making. The Offeror shall provide the following for each contract:
 - a. Contract number and period of performance;
 - b. contract amount;
 - c. name of the Contracting Officer Technical Representative (COTR) as identified or program manager with verified phone number and e-mail address;
 - d. specific description of services provided.
- 2) The offeror shall have its client references complete the attached Past Performance Evaluation Form (Attachment J.3) and return the signed form directly to Yvette Henry, Contract Specialist via fax at 202-727-8843 or via email at yvette.henry@dc.gov on or before **February 20, 2008 at 2:00 p.m.**

L.19.4 Part 5 – Conflict of Interest Certification

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

Part 6 – Price Proposal

The information requested in this section shall facilitate evaluation of the Offeror's Price Proposal described in Section B to perform the requirements of the solicitation as described in Section C. The prices stated shall include all items to effectively conduct and complete the required service described in Section C – Statement of Work including, but not limited to, the cost of labor, travel, overhead, administrative charges, taxes, profit, insurance and other expense associated with the consulting service(s).

The Offeror's price proposal will be evaluated separately from the Technical Proposal.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District and represents the best value. Award determination will be 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 informed decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Offeror’s proposal response for each factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror’s response. The Technical Rating Scale is provided below:

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

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION FACTORS

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.3.1 Qualifications and Experience of Offeror’s Staff (30 Points)

Offeror’s proposed key personnel have the necessary qualification and experience to perform the District’s requirements as described in Section C of this solicitation.

M.3.2 Technical Approach (20 Points)

Offeror has demonstrated its understanding of the District's requirements as described in Section C.3 and the Offeror's proposed strategies and theories to successfully perform the District's requirements.

M.3.3 Past Performance (20 points)

Offeror has satisfactorily provided similar legal services, including development of regulations related to real estate development, planning, finance and construction projects to public sector clients.

M.4 Price (30 Points)

The price evaluation will be objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.

Actual points assigned to each Offeror in this category will be based on the Offeror's total price and will be computed in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (30) \text{ (Maximum Points)} = \text{Evaluated Price Score}$$

M.5 CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS OR OPEN MARKET WITH SET-ASIDE

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

M.5.1 General Preferences

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

M.5.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.5.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as

applicable;

- M.5.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.2 **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.6.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.5.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response

to an RFP.

M.5.3 Maximum Preference Awarded

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

M.5.4 Preferences for Certified Joint Ventures

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

M.5.5 Vendor Submission for Preferences

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.5.1.2 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.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.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.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current	Not Applicable
District: Sales and Use	()	()	()
Employer Withholding	()	()	()
Ball Park Fee	()	()	()
Corporation Franchise	()	()	()
Unincorporated Franchise	()	()	()
Personal Property	()	()	()
Real Property	()	()	()
Individual Income	()	()	()

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

Signature of Authorizing Agent

Title

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____ Month and Year

Notary Public: _____

My Commission Expires: _____