

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Disposition of Surplus Personal, Evidentiary, and Abandoned Property</b>		Page of Pages <b>1</b> / <b>68</b>	
2. Contract Number <b>DCPO-2010-R-0001</b>	3. Solicitation Number <b>DCPO-2010-R-0001</b>	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 <b>10/16/09</b>	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside Open Market with Set-Aside SBE Designated Category:	
7. Issued By: <b>Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, D.C. 20001</b>			8. Address Offer to: <b>Office of Contracting and Procurement - Bid Counter 441 4th Street, NW, Suite 703 South Washington, D.C. 20001</b>		

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

**SOLICITATION**

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, N.W., Suite 703 South until 2:00 PM local time December 4, 2009  
(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 <b>Terique Smith</b>	B. Telephone		C. E-mail Address <a href="mailto:terique.smith@dc.gov">terique.smith@dc.gov</a>
		(Area Code) <b>202</b>	(Number) <b>724-5116</b>	(Ext)

**11. Table of Contents**

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	40
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	5	X	J	List of Attachments	46
	D	Packaging and Marking	21	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	22				
X	F	Deliveries or Performance	23	X	K	Representations, certifications and other statements of offerors	47
X	G	Contract Administration Data	26	X	L	Instructions, conditions & notices to offerors	51
X	H	Special Contract Requirements	30	X	M	Evaluation factors for award	62

**OFFER**

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

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) 954 (Number) 233-0000 (Ext) 254	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 CLIN 0001- CLIN 0004	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print) <b>James H. Marshall</b>	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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**SECTION 1  
THE SCHEDULE**

**SECTION B  
SUPPLIES OR SERVICES AND PRICES**

**B.1** The Government of the District of Columbia Office of Contracting and Procurement (OCP) is seeking a contractor to manage the disposition of the District's surplus personal property including the Metropolitan Police Department (MPD) excess surplus personal property and evidentiary property and the Department of Public Work's (DPW) abandoned property.

**B.2** The Contract will be a fixed price contract based on a fixed percentage of recovered proceeds.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR PERIOD OF PERFORMANCE**

Contract Line Item Number (CLIN)	Item Description	Unit	Estimated Proceeds	Total Estimated Amount
0001	Manage the disposition of the District's surplus personal property as described in C.3.1	% of Total Proceeds	\$50,000.00	\$ _____
0002	Manage the disposition of the District's Metropolitan Police Department Excess Surplus Personal Property as described in C.3.2			
0003	Manage the disposition of the District's Metropolitan Police Department Evidentiary Property as described in C.3.3			
0004	Manage the disposition of the District's Department of Public Works Abandoned Property as described in C.3.4			

**B.3.2 OPTION YEAR ONE PERIOD OF PERFORMANCE**

Contract Line Item Number (CLIN)	Item Description	Unit	Estimated Proceeds	Total Amount
0101	Manage the disposition of the District's surplus personal property as described in C.3.1			
0102	Manage the disposition of the District's Metropolitan Police Department Excess Surplus Personal Property as described in C.3.2			
0103	Manage the disposition of the District's Metropolitan Police Department Evidentiary Property as described in C.3.3			
0104	Manage the disposition of the District's Department of Public Works Abandoned Property as described in C.3.4			

**B.3.3 OPTION YEAR TWO PERIOD OF PERFORMANCE**

Contract Line Item Number (CLIN)	Item Description	Unit	Estimated Proceeds	Estimated Total Amount
0201	Manage the disposition of the District's surplus personal property as described in C.3.1			
0202	Manage the disposition of the District's Metropolitan Police Department Excess Surplus Personal Property as described in C.3.2			
0203	Manage the disposition of the District's Metropolitan Police Department Evidentiary Property as described in C.3.3			
0204	Manage the disposition of the District's Department of Public Works Abandoned Property as described in C.3.4			

**B.3.4 OPTION YEAR THREE PERIOD OF PERFORMANCE**

Contract Line Item Number (CLIN)	Item Description	Unit	Estimated Proceeds	Total Amount
0301	Manage the disposition of the District's surplus personal property as described in C.3.1			
0302	Manage the disposition of the District's Metropolitan Police Department Excess Surplus Personal Property as described in C.3.2			
0303	Manage the disposition of the District's Metropolitan Police Department Evidentiary Property as described in C.3.3			
0304	Manage the disposition of the District's Department of Public Works Abandoned Property as described in C.3.4			

**B.3.5 OPTION YEAR FOUR PERIOD OF PERFORMANCE**

Contract Line Item Number (CLIN)	Item Description	Unit	Estimated Proceeds	Total Amount
0401	Manage the disposition of the District's surplus personal property as described in C.3.1			
0402	Manage the disposition of the District's Metropolitan Police Department Excess Surplus Personal Property as described in C.3.2			
0403	Manage the disposition of the District's Metropolitan Police Department Evidentiary Property as described in C.3.3			
0404	Manage the disposition of the District's Department of Public Works Abandoned Property as described in C.3.4			

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

The Government of the District of Columbia Office of Contracting and Procurement (OCP) Personal Property Division (PPD) is seeking a contractor to manage the disposition of the District's surplus personal property including the Metropolitan Police Department (MPD) excess surplus personal property and evidentiary property and the Department of Public Work's (DPW) abandoned property.

**C.1.1 APPLICABLE DOCUMENTS**

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

Item No.	Document Type	Title	Version
1	D.C. Law	D.C. Code § 2-301.01 (1A) (OCP Procurement and Disposal Authority) §§ 2-307.01 and 2-307.02 (Reporting Requirements) <a href="http://dccode.westgroup.com">http://dccode.westgroup.com</a>	2001
2	D.C. Law	D.C. Code § 2-302.03 (b) (4) (Duties of the Director) <a href="http://dccode.westgroup.com">http://dccode.westgroup.com</a>	2001
3	D.C. Municipal Regulations	Title 27 Contracting and Procurement §§ 2199.1 and 4199.1	Most Recent
4	D.C. Procedures	Personal Property Management Manual (PPMM) <a href="http://ocp.dc.gov/ocp/lib/ocp/pdf/personal_property_management_manual.pdf">http://ocp.dc.gov/ocp/lib/ocp/pdf/personal_property_management_manual.pdf</a>	May 2001
5	D.C. Form	Property Disposal Action Form 2630-8 <a href="http://ocp.dc.gov/ocp/lib/ocp/pdf/PDA_w_INSTRUCTIONS.pdf">http://ocp.dc.gov/ocp/lib/ocp/pdf/PDA_w_INSTRUCTIONS.pdf</a>	Most Recent
6	D.C. Form	Scrap Metal Delivery Order (Hard Copy Attached)	Most Recent
7	D.C. Code	Property transmitted; deceased and incompetent persons; storage; fees; sale § 5-519.09 (2004) <a href="http://dccode.westgroup.com/search/default.wl?db=DC%2DST%2DWEB&amp;rs=DCC1%2E0&amp;vr=1%2E0">http://dccode.westgroup.com/search/default.wl?db=DC%2DST%2DWEB&amp;rs=DCC1%2E0&amp;vr=1%2E0</a>	2004

**C.1.2 DEFINITIONS AND ACRONYMS**

- C.1.2.1 Appraised Value (APV):** The value of surplus property established by the Contractor or a certified third party appraiser.
- C.1.2.2 Auction:** A public sale of personal property to the highest bidder.
- C.1.2.3 Buyer Premium:** The amount paid by the buyer to the seller beyond the sale price of the item which represents a service or sales fee associated with the sale of a particular item.
- C.1.2.4 DPW:** Department of Public Works
- C.1.2.5 Evidentiary Property:** Defined in § 5-519.09 (2004) Applicable Document #7.
- C.1.2.6 Fair Market Value (FMV):** The value of property at a given point in time in which both the buyer and seller are willing to do business.
- C.1.2.7 Minimum Bid:** The lowest acceptable price offered by the seller in order to complete the sale.
- C.1.2.8 MPD:** Metropolitan Police Department
- C.1.2.9 On-line Auctions:** Sales of personal property via the Internet, whereby such property is listed and qualified buyers compete against each other to make the highest bid for the privilege of purchasing said property.
- C.1.2.10 On-line Bidding:** Process whereby qualified buyers compete against each other in on-line auctions.
- C.1.2.11 Personal Property:** Property of any kind or any interest therein, except real property, money, instruments used as money, tokens, stamps, or other negotiable properties.
- C.1.2.12 Personal Property Management Manual (PPMM):** The OCP Personal Property Division manual of procedures for the management, control, and disposition of personal property in the District government.
- C.1.2.13 Physical Inventory:** The process of recording certain information concerning all the items in a specified location after physically accounting for items on hand.
- C.1.2.14 Public Notice of Sale:** An announcement of the time, place, description of goods and items to be offered, and any specific conditions or restrictions associated with the sale, published in a daily newspaper of general circulation

or placed on a disclosed internet site address. The purpose of the Public Notice of Sale is to inform the general public of the offerings to generate price bids and stimulate fair and open competition.

- C.1.2.15 Sealed Bid Auction:** An auction whereby all bidders submit written bids to the seller or designee in a sealed envelope, by a certain date prior to the sale.
- C.1.2.16 Surplus Personal Property:** Excess property owned by the District and determined either obsolete or not needed for District requirements as determined by the Chief of the District's Personal Property Division.
- C.1.2.17 Surplus Property Disposal Methods:** Acceptable practices and procedures to dispose of surplus property including sealed bid auctions, live auctions, on-line bidding, and on-line auctions.

## **C.2 BACKGROUND**

**C.2.1** It is the responsibility of the OCP to manage and facilitate the:

- a. Reutilization of District and federal excess personal property obtained from District government or federal agencies;
- b. Disposal of excess property declared to be "surplus", by either public sale or other authorized disposal method;
- c. Donation of federal surplus property obtained from the federal government and authorized for donation to eligible District-based nonprofit organizations.

This solicitation addresses only District owned personal property that has been determined to be surplus.

**C.2.1.1** The OCP's authority, role, and responsibilities regarding the disposition of the District's surplus personal property is established in D.C. Official Code §§ 2-307.01- 02 and 2-301.01 (1A) (Applicable Document #1) and § 2-302.03 (b) (4) (Applicable Document #2). Additional information including definitions and policies and procedures regarding the disposition of surplus property are provided in the District's Municipal Regulations (DCMR), Title 27 §§ 2199.1 and 4199.1 (Applicable Document #3) and the District's Personal Property Management Manual (PPMM) (Applicable Document #4).

### **C.2.2 Goal**

It is the goal of the OCP that the services resulting from this contract will provide for the continued improvement in the disposition of the District's surplus personal property in a manner that maximizes competition and transparency while yielding optimum financial results for the District.

**C.2.3 OCP Summary FY2007, FY2008 and FY 2009 Q1-3**

OCP Summary FY2007, FY2008 and FY 2009 Q1-3 provides statistical data for Personal Property Items Sold, personal Property gross revenue, Vehicles Sold, Vehicles Gross Revenue for FY2007, FY2008, and FY2009 Q1-3. See Attachment J. 10

**C.3 REQUIREMENTS**

The services required to successfully complete the contract requirements shall be provided in accordance with applicable District and federal laws, regulations, and procedures including the Personal Property Management Manual (PPMM) (Applicable Document # 4) and shall be provided in support of the above goal.

The Contractor shall perform the following specific contract requirements:

**C.3.1 MANAGE THE DISPOSITION OF THE DISTRICT'S SURPLUS PERSONAL PROPERTY (CLIN 0001)**

The Contractor shall manage the disposition of the District's surplus personal property efficiently, effectively, and economically, while maximizing the District's return on these assets. The specific requirements include at a minimum the following:

**C.3.1.1 Inventory Management System**

The Contractor shall develop, implement, and utilize an inventory management system to account for the receipt and disposition of personal property identified as surplus by the District. The inventory management system shall, at a minimum, include the following.

**C.3.1.1.1 Inventory Accounting**

The Contractor shall develop and provide procedures to account for subsequent personal property determined to be surplus by the Contracting Officer's Technical Representative (COTR) identified in G.7.1. The accounting procedures shall include at a minimum the following:

- a. Identification Number;
- b. Description including model, make, year manufactured;
- c. Quantity;
- d. Commodity/Category; and
- e. Digital Photograph.

**C.3.1.1.1.1 Comprehensive Surplus Personal Property Inventory Report**

The Contractor shall provide a monthly Comprehensive Surplus Personal Property Inventory Report to include identification and reconciliation of any discrepancies between the District's items/lot reported as surplus and the Contractor's physical inventory completed. The monthly Comprehensive Surplus Personal Property Inventory Report shall be provided in accordance with F.3.1.

**C.3.1.1.2 Inventory and Tracking**

The Contractor shall develop systems and procedures to provide for the on-going tracking of inventory identified as surplus property.

**C.3.1.1.3 Training**

The Contractor shall develop and provide PPD staff training on the inventory management system including the systems and procedures utilized to perform the inventory accounting (C.3.1.1.1) and tracking (C.3.1.1.2) of surplus personal property.

**C.3.1.2 Inventory Appraisal**

The Contractor shall provide an appraisal of each item/lot identified by the COTR and included in the monthly Comprehensive Surplus Personal Property Inventory Report described above C.3.1.1.1. The appraisal of surplus inventory shall include, at a minimum, the following:

**C.3.1.2.1 Inspection, Maintenance, and Enhancements**

The Contractor shall inspect, maintain, and enhance, as applicable, each item/lot identified in the monthly Comprehensive Surplus Personal Property Inventory Report ( C.3.1.1.1) above in accordance with the following:

- a. Large equipment and vehicles shall be stored at the respective District agency or department location;
- b. The inspection of property shall form the basis for and provide the documentation of the condition of each item/lot;
- c. The Contractor shall record the condition of each item/lot on the monthly Comprehensive Surplus Personal Property Inventory Report (C.3.1.1.1);
- d. The Contractor shall provide for the repair, conditioning, cleaning, or upgrading of surplus property to positively impact the return on the disposition of the item/lot. The Contractor shall maintain documentation of enhancements or modifications to items/lot.

The appraisal including the condition, Appraised Value and Fair Market Value shall be included in the monthly Comprehensive Surplus Personal Property Inventory Report (C.3.1.1.1) and provided in accordance with F.3.1.

### **C.3.1.3 Disposition of Surplus Property**

The Contractor shall provide the following in support of the disposition of the District's surplus personal property:

#### **C.3.1.3.1 Property Disposal Method**

The Contractor shall arrange and conduct the public sale of surplus property designated for sale by the District in a manner that is open and generates maximum competition. The Contractor shall determine the most appropriate property disposal method to be utilized in order to realize the greatest financial return on the item/lot in the most economical and efficient manner. The following methods to dispose of surplus property are acceptable:

- a. Sealed Bid Auctions;
- b. On-Line Auctions;
- c. Public Auctions; and
- d. Negotiated Sales.

#### **C.3.1.3.2 Pre-disposition Services**

The Contractor shall provide comprehensive pre-disposition services for all surplus property in accordance with the selected property disposal method. Pre-disposition services shall include but are not limited to the following:

##### **C.3.1.3.2.1 Potential Bidder Development and Notification to Potential Bidders**

The Contractor shall utilize the Contractor's existing list of bidders as well as identify additional potential bidders in order to maximize exposure, interest, and competition for the disposition of the surplus property. The Contractor shall distribute notice of the disposition of surplus property to the Contractor's mailing list and additional potential bidders prior to a sale event. The Notice to Potential Bidders shall be developed as described in C.3.1.3.2.1 and provided in accordance with F.3.1.

##### **C.3.1.3.2.2 Bidder Pre-registration and Financial Viability Review**

The Contractor shall pre-register bidders and perform a financial viability review of potential bidders prior to the disposition of the surplus property. The Contractor shall maintain each bidder's pre-registration information on file.

### **C.3.1.3.2.3 Advertising and Marketing**

The Contractor shall engage in a comprehensive advertising and marketing campaign in advance of the disposition of surplus property. The Contractor shall provide, at a minimum, the following information for the property to be offered for sale:

- a. General descriptions and quantities;
- b. Instructions for the screening of items including address and phone number, as applicable;
- c. Specific restrictions or conditions;
- d. Physical or electronic location;
- e. Time of sale event, contact information and web site address;
- f. Advertisements in newspapers of general circulation and trade journals for public auctions;
- g. Fliers and brochures on special interest property when appropriate;
- h. Other means to publicize the sale and disposition of the surplus property.

The Contractor shall provide the advertising material in accordance with F.3.1 and obtain the approval of the COTR prior to issuance.

### **C.3.1.3.2.4 Internet and Web Site Postings**

The Contractor shall maintain an internet site that provides on-going information regarding the disposition of surplus property and provide digital photographs for property to be offered for sale in on-line bidding and on-line disposition events. The Contractor shall update the web site, at a minimum, monthly.

### **C.3.1.3.2.5 Screening of Surplus Property**

The contractor shall ensure that all potential bidders are given the opportunity to view and inspect all items designated for sale, at least two (2) days prior to the scheduled sale. The Contractor shall physically arrange and display property in a manner that allows for the proper inspection of property by potential bidders and presents the property in the most favorable manner possible. The Contractor shall, at a minimum, provide the following:

- a. Schedule and logistics to provide the screening of property including identification of location, date, and time;
- b. Notice or announcements of screening through advertising, marketing, and posting on the Contractor's web site;
- c. Staff, security, and other details required to provide for the screening of property; and
- d. Record and document the name, contact information, and date of attendees on the Screening of Property Attendance Records;

The Screening of Property Attendance Records shall be provided in accordance with F.3.1.

#### **C.3.1.3.2.6 Bidder Inquiries and Communication**

The Contractor shall provide written responses to bidder inquiries regarding the disposition of surplus property. The Contractor shall not respond to inquiries from the media. Media inquiries shall be directed to the appropriate COTR identified in G.7. The Contractor's response to inquiries other than typical routine questions regarding item descriptions or disposal of property events shall require written approval from the Contracting Officer and the appropriate COTR identified in G.7 prior to issuance. The Contractor shall provide documentation of communication with bidders including copies of inquiries received and responses provided in accordance with F.3.1.

#### **C.3.1.3.3 Disposition Services**

The Contractor shall provide comprehensive disposition services in accordance with the surplus property disposal method. Disposition services shall be conducted in accordance with applicable laws and regulations including the PPMM (Applicable Document #4) and include, at a minimum, the following:

##### **C.3.1.3.3.1 Public Auction**

The Contractor shall provide the following in support of disposal of surplus property utilizing public (live) auctions:

- a. Surplus Property Manifest to identify and describe the surplus property being disposed;
- b. Schedule and logistics to identify the date of the auction, certified licensed auctioneer, staff and security, customer seating, and auction stands and refreshment area;
- c. Videotaping of all auctions and provide the District an original videotape;
- d. Coordination of security measures with the COTR;
- e. Provide professional licensed staff to perform the auction;
- f. Auctions open to the general public with no fee charged for participation as a potential buyer;
- g. Sale of auction property to the highest responsible bidder; and
- h. Reschedule unsold property for the next available auction at no additional cost to the District..

The Surplus Property Manifest, Videotapes, and Auction Schedules shall be provided in accordance with F.3.1.

**C.3.1.3.3.2 Invoicing**

The Contractor shall provide the invoicing for purchasers of surplus property as necessary and maintain records of invoices prepared and sent for each surplus property item sold

**C.3.1.3.3.3 Collection of Proceeds**

The Contractor shall maintain a comprehensive financial accounting of all surplus property disposal sales and transactions. The Contractor shall, at a minimum, perform the following:

- a. Collect proceeds from the sale and disposition of each item/lot;
- b. Require that payments for each item/lot be in the form of cash, money orders, cashiers check, certified check, credit card, or wire transfers; and
- c. Provide accounts receivable documentation for each item/lot disposed of in the Surplus Property Disposition Report as described in C.3.1.3.3.8.

**C.3.1.3.3.4 Transfer of Proceeds**

The Contractor shall transfer the total proceeds generated from the disposition of surplus property to the designated District sales account described in G. The Contractor shall provide a Memorandum of Deposit to be accompanied with corresponding deposit slips and reference the identification number of each item/lot proceeds included in the deposit. The Memorandum of Deposit shall be provided in accordance with F.3.1.

**C.3.1.3.3.5 Settlement and Tax Requirements**

The Contractor shall ensure that the required Internal Revenue Service and other Federal and District forms required for the disposition of surplus property are completed.

**C.3.1.3.3.6 Receipt, Distribution, and Removal of Goods**

The Contractor shall ensure:

- a. No delivery or transfer of surplus property shall be made until the amount of the purchase price has been fully paid;
- b. Proper receipt of items purchased is provided and that merchandise or property purchased will be released only to the purchaser or authorized representative. The representative must present written authorization signed by the purchaser prior to the release of any items. The Contractor shall maintain documentation of the release of items;

- c. Timely delivery of items purchased as applicable; The Contractor shall maintain documentation of the distribution and delivery of items; and
- d. Removal of all items by the close of business on the date specified at the time of sale.

#### **C.3.1.3.3.7 Maintain Documentation**

The Contractor shall maintain, at a minimum, the following documentation regarding the disposal of the District's surplus personal property:

- a. Potential Bidders Pre-registration forms (C.3.1.3.2.2);
- b. Invoices to successful bidders (C.3.1.3.3.2);
- c. Collection of proceeds records (C.3.1.3.3.3);
- d. Transfer of funds records (C.3.1.3.3.4);
- e. Tax and other Internal Revenue Service required filings (C.3.1.3.3.5); and
- f. Receipt/Distribution/Removal records (C.3.1.3.3.6).

#### **C.3.1.3.3.8 Surplus Property Disposition Reports**

The Contractor shall develop and provide surplus property disposition reports as described below:

- a. Surplus Property Disposition Report - Item/Lot
  1. Identification Number
  2. Description
  3. Property Condition
  4. Appraised Value
  5. Fair Market Value
  6. Disposal Method
  7. Bids Received
  8. Purchase Price
  9. Purchaser
  10. Method of Payment
  11. Transfer of Funds Reference
- b. Surplus Property Disposition Report – Monthly Summary of property disposed of between the first and last day of the month:
  1. Identification Number
  2. Description
  3. Appraised Value
  4. Fair Market Value
  5. Disposal Method
  6. Purchase Price
  7. Purchase Price – Fair Market Value
  8. Total Number Purchases
  9. Total Value of Purchases

10. Total Value of Purchases – Total Fair Market Value of Purchases
  11. Surplus Items Sold but Proceeds have not been Collected
- c. Surplus Property Disposition Report – Quarterly Summary of property disposed of during at quarterly intervals covering the months 1 – 3, 4 – 6, 7 – 9, and 10 -12 of the contract’s period of performance:
1. Identification Number
  2. Description
  3. Appraised Value
  4. Fair Market Value
  5. Disposal Method
  6. Purchase Price
  7. Purchase Price – Fair Market Value
  8. Total Number Purchases
  9. Total Value of Purchases
  10. Total Value of Purchases – Total Fair Market Value of Purchases
- d. Surplus Property Disposition Report – Annual Summary of property disposed of during the contract’s period of performance:
1. Identification Number
  2. Description
  3. Appraised Value
  4. Fair Market Value
  5. Disposal Method
  6. Purchase Price
  7. Purchase Price – Fair Market Value
  8. Total Number Purchases
  9. Total Value of Purchases
  10. Total Value of Purchases – Total Fair Market Value of Purchases

#### **C.3.1.3.4 Surplus Property Disposal Policies and Procedures and Quality Assurance**

The Contractor shall develop and provide Surplus Property Disposal Policies and Procedures to describe, at a minimum, the Contractor’s systems, processes, and quality assurance processes for each surplus property disposal method. The procedures shall, at a minimum, address the following:

- a. Inventory accounting and inspection;
- b. Inventory evaluation and appraisal;
- c. Bidder Pre-registration and financial viability review;
- d. Advertising/Marketing;

- e. Screening of items by bidders;
- f. Invoicing of bidders;
- g. Collection of funds;
- h. Transfer of Funds; and
- i. Distribution and removal of goods.

#### **C.3.1.3.5 Related Support Services**

The Contractor shall provide the following services related to the disposition of surplus personal property:

##### **C.3.1.3.5.1 Staffing, Supervision, and Organization**

The Contractor shall provide qualified licensed staff (as applicable) with the knowledge and expertise to perform the required services. In addition, the Contractor shall provide the supervision and organizational structure to successfully complete the requirements of the contract.

##### **C.3.1.3.5.2 Reporting Requirements**

The Contractor shall provide such documents as the District may request to protect the District's rights including the following:

- a. Notice of Sale to Bidders
- b. Comprehensive Surplus Personal Property Inventory Report
- c. Advertising and Marketing Materials
- d. Screening of Property Attendance Records
- e. Communication with Bidders/Bidder Inquiries
- f. Public (Live) Auction Reports
  - a. Surplus Property Manifest
  - b. Public Auction Schedule
- g. Surplus Property Disposition Reports
  - 1. Item/Lot
  - 2. Monthly Summary
  - 3. Quarterly Summary
  - 4. Annual Summary
- h. Surplus Property Disposal Policies and Procedures and Quality Assurance

##### **C.3.1.3.5.3 Administrative Requirements**

The Contractor shall attend monthly project meetings with the COTR. The meetings will be held at the Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W., Suite 700 South at a mutually agreeable time. The project meetings shall typically be an hour in duration.

**C.3.1.3.6 Unserviceable or Unsaleable Property**

The Contractor shall inventory and dispose of Unserviceable/Unsaleable property scrap non-metal with a redemption value. The Contractor shall record the disposition of Unserviceable/Unsaleable property using the Property Disposal Action (PDA) (Applicable Document #5). The Unserviceable/Unsaleable PDA shall be provided in accordance with F.3.1.

**C.3.1.3.7 Scrap Metal Property**

The Contractor shall inventory and dispose of Scrap Metal. The Contractor shall record the disposal of scrap metal on the Scrap Delivery Order Form (Applicable Document #6) and report the proceeds from the disposal of scrap metal with the Surplus Property Disposition Reports described in C.3.1.3.3.8 a, b, c, and d. The Scrap Delivery Order shall be provided in accordance with F.3.1.

**C.3.2 MANAGE THE DISPOSITION OF THE DISTRICT'S METROPOLITAN POLICE DEPARTMENT EXCESS SURPLUS PERSONAL PROPERTY**

The Contractor shall manage the disposition of the District's Metropolitan Police Department (MPD) surplus personal property. The Contractor shall at a minimum provide the services described in C.3.1 for MPD surplus property.

**C.3.2.1 Transfer of Proceeds**

The Contractor shall transfer the total proceeds generated from the disposition of surplus property to the designated District sales account.

**C.3.2.1.1 MPD Personal Property Division**

The Contractor shall provide a Memorandum of Deposit to be accompanied with corresponding deposit slips and reference the Identification Number of each item/lot proceeds included in the deposit. The Memorandum of Deposit shall be provided in accordance with F.3.1. The Contractor shall ensure that the respective Memorandum of Deposit and transfer of proceeds documents are properly labeled to include the identification of the Recipient Agency as the DC Metropolitan Police Department /Agency FA0 on the face of the check. The package shall be forwarded directly to:

Government of the District of Columbia  
Office of Finance and Resource Management - MPD  
Winslow Vickerie  
Account and Finance Manager

300 Indiana Avenue, NW  
Room 4106  
Washington, D.C. 20001  
202 646-0121

In addition, the Contractor shall submit a copy of the contents of the package to the COTRs listed below:

Lieutenant Derek Gray  
Deputy Manager, Evidence Control Branch  
2235 Shannon Place, SE  
Washington, D.C. 20002  
202 645-0130

Greg Hester (Fleet Surplus)  
Manager, Fleet Management Branch  
2175 West Virginia Avenue, NE  
Washington, D.C.  
202 576-5551

**C.3.3 MANAGE THE DISPOSITION OF THE DISTRICT'S METROPOLITAN POLICE DEPARTMENT EVIDENTIARY PROPERTY**

The Contractor shall manage the disposition of the District's Metropolitan Police Department's (MPD) evidentiary property. The Contractor shall at a minimum provide the services described in C.3.1 for MPD evidentiary property. In addition, the Contractor shall provide the following required services for MPD evidentiary property:

**C.3.3.1 Shipping Preparation**

The Contractor shall provide the staff to prepare for customer pickup, 3<sup>rd</sup> party shipping, and release of sold evidentiary property from the MPD warehouse.

**C.3.3.2 Shipping Methods**

Upon verification of payment received in full, the Contractor shall provide the shipping methods or alternatives to purchasers of MPD evidentiary property as dictated by volume of sales:

- a. Buyer Pickup and Buyer Arranged Shipping
  1. Buyers will have 10 scheduled shipping days (from day of auction) to remove purchased property
  2. Property left after 10 scheduled shipping days will be considered abandoned
  3. Abandoned property will be re-sold
- b. Contractor Arranged Shipping

1. Small package
  - i. The Contractor's staff shall pack inventory
  - ii. The Contractor shall print Bill Of Lading (BOL) and attach to shipment
  - iii. The Contractor shall notify Carrier; Carrier shall pickup shipment within 72 hours
2. Less than Truckload
  - i. The Contractor's staff packs inventory
  - ii. The Contractor shall print BOL and attach to shipment
  - iii. The Contractor shall notify Carrier; Carrier shall pickup shipment within 72 hours
3. Truckload
  - i. The Contractor's staff packs inventory
  - ii. The Contractor shall print BOL and attach to shipment
  - iii. The Contractor shall notify Carrier; Carrier shall pickup shipment within 72 hours.

### **C.3.3.3 Transfer of Proceeds**

The Contractor shall transfer the total proceeds generated from the disposition of surplus property to the designated District sales account. The Contractor shall provide a Memorandum of Deposit to be accompanied with corresponding deposit slips and reference the Identification Number of each item/lot proceeds included in the deposit. The Memorandum of Deposit shall be provided in accordance with F.3.1. The Contractor shall ensure that the respective Memorandum of Deposit and transfer of proceeds documents are properly labeled to include the identification of the Recipient Agency = DC Metropolitan Police Department /Agency FA0 on the face of the check and accompanies. This Contractor shall forward this package directly to:

Government of the District of Columbia  
Office of Finance and Resource Management - MPD  
Winslow Vickerie  
Account and Finance Manager  
300 Indiana Avenue, NW  
Room 4106  
Washington, D.C. 20001  
202 646-0121

In addition, the Contractor shall submit a copy of the contents of the package shall be submitted to the COTR.

**C.3.4 MANAGE THE DISPOSITION OF THE DISTRICT'S  
DEPARTMENT OF PUBLIC WORKS ABANDONED PROPERTY**

The Contractor shall manage the disposition of the District's Department of Public Works (DPW) abandoned property. The Contractor shall provide the following required services for DPW abandoned property:.

**C.3.4.1 Shipping Preparation**

The Contractor shall provide the staff to prepare for customer pickup of sold abandoned property from the DPW facility.

**C.3.4.2 Shipping Methods**

All property must be removed by the buyer or agent in person and must be in possession of a valid material release form and proper identification.

**C.3.4.3 Transfer of Proceeds**

The Contractor shall transfer the gross proceeds generated from the disposition of abandoned property to the designated District sales account.

**C.3.4.3.1** The Contractor shall provide a Memorandum of Deposit to be accompanied with corresponding deposit slips and reference the Identification Number of each item/lot proceeds included in the deposit. The Memorandum of Deposit shall be provided in accordance with F.3.1.

The Contractor shall ensure that the respective Memorandum of Deposit and transfer of proceeds documents are properly labeled to include the identification of the Recipient Agency = DC Department of Public Works/Agency FA0 on the face of the check and accompanies. This Contractor shall forward this package directly to:

Government of the District of Columbia  
Department of Public Works  
Reeves Municipal Center  
2000 14<sup>th</sup> Street NW, 6<sup>th</sup> Floor  
Washington, DC 20009  
Attn: Donna Bradley-Powell  
202-673-6811

In addition, the Contractor shall submit a copy of the contents of the package to the COTR at the address specified in G.7.1 4.

**SECTION D**  
**PACKAGING AND MARKING**

This section is not applicable to this contract.

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1. INSPECTION OF WORK PERFORMED**

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 7 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 for a period of one (1) year from date of award.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT****F.3 DELIVERABLES**

The Contractor shall perform the tasks and provide the COTR the required Deliverables by the due dates presented in the tables below. Hard copies of each deliverable shall state **“Information contained in this document intended for the official use of the Government of the District of Columbia.”**

Deliverable Name	Format	Due Date
Inventory Management System Training Curriculum (C.3.1.1.3)	5 Hard Copies and 1 Soft Copy	Training Class Annually
Comprehensive Surplus Personal Property Inventory Report Monthly (C.3.1.1.1 and C.3.1.2.1)	3 Hard Copies and 1 Soft Copy	10 <sup>th</sup> Day of each month beginning the 2 <sup>nd</sup> Month of the contract's period of performance
Notice of Sale to Potential Bidders (C.3.1.3.2.1)	3 Hard Copies and 1 Soft Copy	10 Days prior to the Contractor's need Date
Advertising and Marketing Materials (C.3.1.3.2.3)	3 Hard Copies 1 and 1 Soft Copy	10 Days prior to the Contractor's need Date
Screening of Property Attendance Records (C.3.1.3.2.5)	3 Hard Copies and 1 Soft Copy	10 <sup>th</sup> Day of each month beginning the 2 <sup>nd</sup> Month of the contract's period of performance

<b>Deliverable Name</b>	<b>Format</b>	<b>Due Date</b>
Communication with Bidders (C.3.1.3.2.6)	3 Hard Copies and 1 Soft Copy	10 <sup>th</sup> Day of each month beginning the 2 <sup>nd</sup> Month of the contract's period of performance
Public Auction Materials (C.3.1.3.3.1)	As Needed	
Surplus Property Manifest (C.3.1.3.3.1 a)	3 Hard Copies and 1 Soft Copy	10 Days before Auction
Schedule and Logistics (C.3.1.3.3.1 b)	3 Hard Copies	30 days before Auction
Video Tapes (C.3.1.3.3.1 c)	1 Copy	Within 5 days of the Auction
Surplus Property Disposition Reports (C.3.1.3.3.8)		
Item/Lot (C.3.1.3.3.8 a)	3 Hard Copies and 1 Soft Copy	10 <sup>th</sup> Day of each month beginning the 2 <sup>nd</sup> Month
Monthly Summary (C.3.1.3.3.8 b)	3 Hard Copies and 1 Soft Copy	10 <sup>th</sup> Day of each month beginning the 2 <sup>nd</sup> Month
Quarterly Summary (C.3.1.3.3.8 c)	3 Hard Copies and 1 Soft Copy	10 <sup>th</sup> Day of the 4 <sup>th</sup> and 10 <sup>th</sup> months of the contract's period of performance
Annual Summary (C.3.1.3.3.8 d)	3 Hard Copies and 1 Soft Copy	10 <sup>th</sup> Day of the last month of the contract's period of performance
Surplus Property Disposal Policies and Procedures and Quality Assurance (C.3.1.3.4)	3 Hard Copies and 1 Soft Copy	Within 5 days of Contract Award
Unserviceable/Unsaleable PDA (C.3.1.3.6)	3 Hard Copies	10 <sup>th</sup> Day of each month beginning the 2 <sup>nd</sup> Month
Scrap Delivery Order Form (C.3.1.3.7)	3 Hard Copies	10 <sup>th</sup> Day of each month beginning the

		2 <sup>nd</sup> Month
Memorandum of Deposit – Transfer of Proceeds (C.3.2.1)	3 Hard Copies and 1 Soft Copy	Within one (1) business day of the Deposit
Memorandum of Deposit – Transfer of Proceeds (C.3.3.3)	3 Hard Copies and 1 Soft Copy	Within one (1) business day of the Deposit
Memorandum of Deposit – Transfer of Proceeds (C.3.4.3.1)	1 Hard Copies and 2 Soft Copy	Within one (1) business day of the Deposit
First Source Report Any reports that are required pursuant to H.1.6.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement Failure to submit the First Source Report will prevent disbursement of the Contractor's final payment	Ten (10) complete hard copies and one (1) electronic	Within 30 days of the end of the Contract Period of Performance

**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 supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> 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 triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

Office of the Chief Financial Officer's Office  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W.. Suite 850  
Washington, DC 20001

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.2.2.2** Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet.)  
Assignment of an invoice number by the contractor is also recommended;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/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 Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.
- 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 Requirement and First Source Employment Agreement.

**G.4 PAYMENT**

**G.5 ASSIGNMENTS**

- G.5.1** In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, 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 money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice 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.5 CONTRACTING OFFICER (CO)**

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

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700  
Washington, DC, 20001  
202 724-4197  
[jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2** 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.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

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.

- G.7.1.1** The COTR for the OCP PPD surplus personal property is:

Wilbur Giles  
Chief of Staff  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700  
202 724-5218

**G.7.1.2** The COTR for the MPD excess surplus personal property is:

Greg Hester (Fleet Surplus)  
Manager, Fleet Management Branch  
2175 West Virginia Avenue, NE  
Washington, D.C.  
202 576-5551

**G.7.1.3** The COTR for the MPD evidentiary property is:

Lieutenant Derek Gray (Evidentiary Property)  
Deputy Manager, Evidence Control Branch  
2235 Shannon Place, SE  
Washington, D.C. 20002  
202 645-0121

**G.7.1.4** The COTR for the DPW evidentiary property is:

Nadine Robinson  
Deputy Administrator, Parking  
1725 15<sup>th</sup> Street NE  
Washington, D.C. 20002  
202 541-6029

**G.7.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

**G.7.3** 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 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.8.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.1.6.5.

**G.8.2** No final payment shall be made to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by Wage Determination No. 2004-2105, Revision No. 8, dated May 26, 2009 by the Department of Labor Memorandum 196, incorporated herein as Attachment J.2, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). 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 for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

**H.3 PUBLICITY**

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

#### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

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

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

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

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  1. Material supporting a good faith effort to comply;
  2. Referrals provided by DOES and other referral sources;
  3. Advertisement of job openings listed with DOES and other referral sources; and
  4. Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties

of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

## **H.6 PROTECTION OF PROPERTY**

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

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

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

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 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.9 WAY TO WORK AMENDMENT ACT OF 2006**

- H.9.1** Except as described in Section H.9.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.
- H.9.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.7 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.9.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.9.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.10 KEY PERSONNEL**

- H.10.1** The Project Manager is considered to be essential to the work being performed hereunder. The Contractor shall notify the COTR, as identified in G.7, and the Contracting Officer, as identified in G.5, at least fifteen (15) calendar days prior to removing the Project Manager unless the Contractor deems that removal of the Project Manager is necessary in order to maintain and ensure the integrity and best interest of the required services to be performed

**H.10.2** The Contractor shall provide written notification of the removal of the Project Manager in advance of the scheduled removals and within 24 hours for unscheduled removals. The written justification shall provide explanations and justification of the removal of the Project Manager as well as the Contractor's plan to temporarily and permanently fill the position.

The Contractor shall not replace the Project Manager without written permission from the Contracting Officer.

## **H.2 RESPONSIBILITIES OF THE DISTRICT**

**H.2.1** The District Department of Office of Contracting and Procurement Personal Property Division will be responsible for the reutilization of District and federal excess personal property obtained from District government or federal agencies; disposal of excess property declared to be "surplus", by either public sale or other authorized disposal method; donation of federal surplus property obtained from the federal government and authorized for donation to eligible District-based nonprofit organizations

**H.2.2** The COTR will be responsible for the overall management of the Contractor efforts.

**H.2.3** The COTR will provide the Contractor an initial unofficial listing of surplus property with identification numbers and subsequent monthly declaration of surplus property with identification numbers as applicable.

**H.2.4** The COTR will provide the Contractor assistance with the initial inventory to ensure that the Contractor includes all intended items/lots.

**H.2.5** The District shall provide the facility to conduct public auctions. The facility is located at 2100 Adams Place N.E., Washington, DC 20018.

**H.2.6** The District reserves the right to set a minimum selling price on certain items.

**H.2.7** The District will notify the Contractor in the event a third party appraisal is obtained for surplus disposal property. The third party's appraisal shall serve as the item's Fair Market Value for disposition services.

**H.2.8** The District will notify the Contractor and provide the location for equipment and vehicles housed at different locations.

**H.2.12** MPD will send the Contractor via e-mail the spreadsheet of all excess inventories that are available for disposition. Such notice shall include the unique inventory ticket number for each article. Those inventory line items not identified, as excess in the procedure above shall be declared surplus according to the existing MPD policies.

- H.2.13** DPW will send the Contractor via e-mail the spreadsheet of all abandoned inventories that are available for disposition. Such notice shall include the unique DPW inventory number for each identified item. DPW will also have in their possession and prepare a clear title and/or a bill of sale to the designated buyer.
- H.3** **USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**
- H.3.1** If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- H.3.2** member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- H.3.3** A negative reply will not adversely affect consideration of your bid/proposal.
- H.3.4** It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- H.3.5** Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- H.3.6** The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

**YES NO JURISDICTION**

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bowie, Maryland
- Charles County Public Schools

\_\_\_\_\_ College Park, Maryland  
 \_\_\_\_\_ Culpeper County, Virginia  
 \_\_\_\_\_ District of Columbia  
 \_\_\_\_\_ District of Columbia Courts  
 \_\_\_\_\_ District of Columbia Public Schools  
 \_\_\_\_\_ District of Columbia Water & Sewer Auth.  
 \_\_\_\_\_ Fairfax, Virginia  
 \_\_\_\_\_ Fairfax County, Virginia  
 \_\_\_\_\_ Fairfax County Water Authority  
 \_\_\_\_\_ Falls Church, Virginia  
 \_\_\_\_\_ Fauquier County Schools & Government, Virginia  
 \_\_\_\_\_ Frederick, Maryland  
 \_\_\_\_\_ Frederick County, Maryland  
 \_\_\_\_\_ Gaithersburg, Maryland  
 \_\_\_\_\_ Greenbelt, Maryland  
 \_\_\_\_\_ Herndon, Virginia  
 \_\_\_\_\_ Loudoun County  
 \_\_\_\_\_ Loudoun County Public Schools  
 \_\_\_\_\_ Loudoun County Sanitation Authority  
 \_\_\_\_\_ Manassas, Virginia  
 \_\_\_\_\_ City of Manassas Public Schools  
 \_\_\_\_\_ Manassas Park, Virginia  
 \_\_\_\_\_ Maryland-National Capital Park & Planning Comm.  
 \_\_\_\_\_ Metropolitan Washington Airports Authority  
 \_\_\_\_\_ Metropolitan Washington Council of Governments  
 \_\_\_\_\_ Montgomery College  
 \_\_\_\_\_ Montgomery County, Maryland  
 \_\_\_\_\_ Montgomery County Public Schools  
 \_\_\_\_\_ Prince George's County, Maryland  
 \_\_\_\_\_ Prince George's Public Schools  
 \_\_\_\_\_ Prince William County, Virginia  
 \_\_\_\_\_ Prince William County Public Schools  
 \_\_\_\_\_ Prince William County Service Authority  
 \_\_\_\_\_ Rockville, Maryland  
 \_\_\_\_\_ Spotsylvania County Schools  
 \_\_\_\_\_ Stafford County, Virginia  
 \_\_\_\_\_ Takoma Park, Maryland  
 \_\_\_\_\_ Upper Occoquan Sewage Authority  
 \_\_\_\_\_ Vienna, Virginia  
 \_\_\_\_\_ Washington Metropolitan Area Transit Authority  
 \_\_\_\_\_ Washington Suburban Sanitary Commission  
 \_\_\_\_\_ Winchester, Virginia  
 \_\_\_\_\_ Winchester Public Schools

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Vendor Name/

**SECTION I**  
**CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

**I.1.1** The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 (Attachment J.1) is incorporated as part of the contract resulting from this solicitation.

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

**I.2.1** Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

**I.2.2** Funds are not presently available for performance under this contract beyond September 30, 2005. Should the District elect to exercise CLIN 0004, the Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

**I.4.1** Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**I.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.

**I.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)."

**I.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."

## **I.6 RIGHTS IN DATA**

**I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.6.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering

analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.6.4** 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.6.5** 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.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of 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.6.6.1** 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.6.6.2** 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.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and
- I.6.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless:

**I.6.7.1** The data is marked by the Contractor with the following legend:

### RESTRICTED RIGHTS LEGEND

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

**I.6.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.6.8** In addition to the rights granted in Section I.6.6 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.6.6 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.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 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 subcontract data or computer software which is required for the District.

**I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, 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 the court if 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.6.11** 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.6.12** 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.6.13** Paragraphs I.6.6, I.6.7, I.6.8, and I.6.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.7 OTHER CONTRACTORS**

- I.7.1** 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.8 SUBCONTRACTS**

- I.8.1** 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 shall have the right to review and approve prior to its execution to 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.9 CONTINUITY OF SERVICES**

- I.9.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.9.1.1** Furnish phase-out, phase-in (transition) training; and
- I.9.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.10** **INSURANCE**
- I.10.1** The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.
- I.11** **EQUAL EMPLOYMENT OPPORTUNITY**
- I.11.1** In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985; the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

**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
J.2	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 8 dated May 26, 2009
J.3	Equal Employment Opportunity (EEO) Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement
J.5	Office of Tax and Revenue Tax Certification Affidavit
J.6	Living Wage Fact Sheet
J.7	Living Wage Notice
J.8	Cost/Price Disclosure Certification and Data Requirements
J.9	Past Performance Evaluation Form
J.10	OCP Summary FY2007, FY2008 and FY 2009 Q1-3

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS**

**K.1 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

**K.2 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.3 TYPE OF BUSINESS ORGANIZATION**

**K.3.1** 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; or

(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.4 EMPLOYMENT AGREEMENT**

**K.4.1** For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District’s following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor’s Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor’s Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

**K.4.2** The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**K.5 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

**K.5.1** Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligation 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 \_\_\_\_\_

**K.5.2** Offeror \_\_\_ has \_\_\_ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor’s Order.)

**K.6 OFFICERS NOT TO BENEFIT CERTIFICATION**

**K.6.1** Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

\_\_\_\_\_  
\_\_\_\_\_

**K.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

**K.7.1** Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:

- K.7.1.1** The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
- a. those prices
  - b. the intention to submit a Contract, or
  - c. the methods or factors used to calculate the prices in the Contract;
- K.7.1.2** The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
- K.7.1.3** No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- K.7.2** Each signature on the offer is considered to be a certification by the signatory that the signatory:
- K.7.2.1** Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs K.7.1.1 through K.7.1.3 above; or
- K.7.2.2** Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs K.7.1.1 through K.7.1.3 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);
- a. As an authorized agent, does certify that the principals named in subdivision K.7.2.2 above have not participated, and will not participate, in any action contrary to subparagraphs K.7.1.1 through K.7.1.3 above; and
  - b. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs K.7.1.1 through K.7.1.3 above.
- K.7.2.3** If the Offeror deletes or modifies subparagraph K.7.2.2.above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**SECTION L**  
**NOTICES, CONDITIONS, AND INSTRUCTIONS TO OFFERORS**

**L.1 CONTRACT AWARD**

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

- L.1.1** The District reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the District. The District may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor's best terms from a technical and cost/price standpoint.

**L.2 PREPARATION AND SUBMISSION OF PROPOSALS**

- L.2.1** Offerors shall submit a signed original and six (6) copies. Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. The District will not accept telephonic (facsimile) and telegraphic proposals as an original proposal. All items accepted by the District including all attachments and all documents contained in the Offeror's proposal along with Sections A – K of the Request for Proposal including any incorporated amendments and attachments shall constitute the formal contract. Each proposal shall be submitted in a sealed envelope conspicuously marked:

**Response to Solicitation No. DCPO-2010-R-0001**  
**District of Columbia – Disposition of Surplus Personal, Evidentiary, and**  
**Abandoned Property**

- L.2.2** The original proposal shall govern if there is a variance between the original proposal and any copy submitted by the Offeror.

**L.3 PRE-PROPOSAL CONFERENCE AND SITE VISIT**

- L.3.1** A Pre-Proposal Conference and site visit of existing surplus property will be held at **10:00 a.m. on November 3, 2009** at the Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Room 700 South, Washington, DC 20001. All prospective Offerors are **ENCOURAGED** to attend.
- L.3.2** Prospective Offerors are encouraged to submit questions in advance of the Pre-Proposal Conference. Questions shall be submitted electronically to the Contact Person identified on page 1, Block 10A by 4:00 pm October 30, 2009.

Potential Offeror's submissions shall include the following:

- a. Offeror's name and contact person name
- b. Clear and concise statement of question referencing the relevant section of the solicitation as applicable

**L.3.3** Verbal questions will be accepted at the Pre-Proposal Conference

**L.3.4** Verbal responses to Offeror's questions, written or verbal, provided during the conference will not be binding. Written responses to questions will be provided to all prospective Offerors who are on the official offeror's list as having received a copy of the solicitation in a timely fashion. The terms of the solicitation remain unchanged unless an amendment to the solicitation is issued.

**L.4** **QUESTIONS ABOUT THE SOLICITATION**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the questions in writing to the Contact Person identified on page 1, Block 10A. The prospective Offeror shall submit questions no later than **4:00 p.m. November 10, 2009**. The District will not consider any questions received after **4:00 p.m. November 10, 2009**. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued, if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.5** **FAMILIARIZATION WITH CONDITIONS**

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

**L.6** **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.7 RETENTION OF PROPOSALS**

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

**L.9 PROPOSAL COSTS**

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

**L.10 SIGNING OF PROPOSALS**

**L.10.1** The Contractor shall sign the offer and print or type its name on the **Solicitation, Offer and Award**, page one (1), of this solicitation. Each proposal/offer must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the offer. Proposals/Offer signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10.2** All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the Offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in rejection of the proposal.

**L.11 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on page one (1) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the proposal.

**L.12 ACCEPTANCE PERIOD**

The Offeror agrees that its offer remains valid for a period of 120 days from the solicitation's closing date.

**L.13 COMPLETE PROPOSALS**

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

**L.14 PROPOSAL SUBMISSION DATE AND TIME**

Offers must be submitted no later than **2:00 p.m. local time on December 4, 2009.**

**L.15 HAND DELIVERY OR MAILING OF PROPOSALS**

Deliver or mail proposals, originals and six (6) copies, to:

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

**L.16 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

- L.16.1** 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 no later than the fifth (5<sup>th</sup>) calendar day before the date specified for receipt of proposal; or
  - 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.16.2** 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 offer, 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 offer shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

**L.16.3** A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.16.4** 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.16.5** A late proposal, late modification or late withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

**L.17 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

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

**L.18 ERRORS IN PROPOSALS**

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

**L.19 FAILURE TO SUBMIT PROPOSALS**

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W. Room 700, Washington D.C. 20001, 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 identified in G.7 of the reason for not submitting an offer in response to this solicitation. If a recipient does not submit a proposal 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.20 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to 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 Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

## **L.21 PROPOSAL PROTESTS**

Any actual or prospective Offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 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 offers 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 Agency Chief Contracting Officer identified in G.7.

## **L.22 LEGAL STATUS OF OFFEROR**

Each offer must provide the following information:

- L.22.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of the Offeror;
- L.22.2** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.22.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.22.4** The District reserves the right to request additional information regarding the Offeror's organizational status.

## **L.23 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.23.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.23.2** Furnish 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.23.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.23.4** Furnish evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.23.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.23.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.23.7** Other information as requested.
- L.23.8** 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.24 PROPOSAL ORGANIZATION AND CONTENT**

The Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.

Offerors are directed to Sections M.1, Evaluation For Award, M.2, Evaluation of Proposals, and M.3, Evaluation Criteria and the interdependent relationship that exists between the Evaluation Factors described in Section M.3.2, the requirements described in Section C.3.1, C.3.2, and C.3.3 of the solicitation and the instructions to Offerors that follow in Section L.24. The information requested below shall facilitate the evaluation and selection of proposals representing the best value for the District in accordance with Sections M.1, M.2, and M.3 of the solicitation.

Each part of the Offeror's proposal shall provide a Table of Contents to identify the location of the Offeror's response to the required information for each Evaluation Factor as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall **NOT** provide information or reference any information contained in Part 2, Price Proposal.

The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the required information described in Section L.24 in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing the information requested in Section L.24 to substantiate the Offeror's knowledge and abilities to perform the requirements described in Section C, will be unacceptable.

The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described below in Section L.24. The information provided will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C; the assessment will then result in an evaluation of the Offeror's response in accordance with the Evaluation Criteria as described in Section M.3.2 of the solicitation.

In order to facilitate the review, assessment, and evaluation of the Offeror's proposal, responses shall be organized and presented in the order presented below.

The Offeror shall provide the following information:

**L.24.1 TECHNICAL PROPOSAL**

The Offeror's Technical Proposal shall be organized and submitted in the following separately marked sections:

- a. Technical Approach/Capacity
- b. Past Performance/Previous Experience

Each section shall, at a minimum, contain the attachments and narrative as described below:

**L.24.1.1 Technical Approach/Capacity (CLINS 0001, 0002, 0003, AND 0004)**

The information contained in this section shall facilitate the evaluation of the Offeror's knowledge and ability to provide an inventory and appraisal of the District's existing surplus property and ability to manage the disposition of the District's surplus personal property.

Proposals **must** include, but need not be limited to, the following:

**L.24.1.1.1 Attachments**

- a. Organizational Chart including the Offeror's staff to provide or contribute to the services to be provided under this contract. The organizational chart shall include the following:
  1. Identification of the Project Manager
  2. Staff member's name, title and position
  3. Staff qualifications including resume, certifications, and licenses as appropriate for each name appearing on the Offeror's organizational chart;
- b. Conceptual Surplus Property Disposal Policies and Procedures (C.3.3.1.4) including:
  1. Inventory accounting and inspection;
  2. Inventory evaluation and appraisal;
  3. Bidder Pre-registration and financial viability review;
  4. Advertising/Marketing;
  5. Screening of items by bidders;
  6. Invoicing of bidders;
  7. Collection of funds;
  8. Transfer of Funds; and
  9. Distribution and removal of goods.
- c. Name, Address (Principal/Headquarters and location to be used in the performance of the requirements of this solicitation and resulting contract) Telephone Number, Federal I.D. Number and DUNS Number of Offeror;

- d. Copy of current business license, registration, or certification to transact business in the District of Columbia or governing jurisdiction, if required by law to obtain such license, registration or certification;
- e. Representations and Certifications
  - 1. Tax Affidavit (J.6)
  - 2. Legal Status of Offeror (K.3)
  - 3. First Source Employment Agreement (K.4)
  - 4. Equal Employment Opportunity Certification (J.7)
  - 5. Officers Not to Benefit Certification (K.6)
  - 6. Independent Price Determination Certification (K.7)

**L.24.1.1.1.2 Narratives:**

- a. Knowledge and understanding of the solicitation requirements, expected benefits, goals, objectives and the District's requirements (C.2.2);
- b. Methodology and approach to provide an inventory of surplus property (C.3.1);
- c. Methodology and approach of the appraisal process of surplus property including methodology to calculate the Appraised and Fair Market Value of surplus property (C.3.2) and develop disposition plan and revenue projections (C.3.3.).
- d. Methodology and approach to manage the disposition of surplus property to optimize financial return (C.3.3.4)
- e. Description of the Offeror's management information systems including capacity of the Offeror's technological systems to perform the services required including inventory management (C.3.1), appraisal (C.3.2), and disposition of surplus property utilizing the internet (C.3.4).

**L.24.1.2 Past Performance/Previous Experience (CLINS 0001, 0002, 0003, and 0004)**

The information requested in this section shall facilitate evaluation of the offeror's past performance and previous experience providing work similar in size, scope, and complexity as those described in Section C.

Proposals **must** include, but need not be limited to, the following:

**L.24.1.2.1 Attachments:**

- a. A list of all contracts completed during the past five (5) years and a list all currently awarded contracts in process for services that are similar in size, scope, and complexity as the requirements described in Section C. Contracts listed may include those entered into by the Federal Government, and agencies of state and local governments and shall include, at a minimum, the following:
  - 1. Name of contracting organization;

2. Contract Number (for subcontracts, provide the prime contract number and subcontract number);
  3. Contract type and total contract value;
  4. Description of requirements;
  5. Performance evaluations or related evaluation data;
  6. Contracting Officer's name and telephone number; and
  7. Program Manager's name and telephone number and alternate contact person name and telephone number.
- b. The offeror shall request and ensure that at a minimum three entities provided in L.24.1 a above complete and submit a Past Performance Evaluation (Attachment J.8) to the attention of the Contact person identified on page 1 of the solicitation.
  - c. Reference letters from three (3) entities in which the Offeror has provided services similar in scope, size, and complexity to those described in Section C within the past five (5) years.
  - d. Manifest of items auctioned at the most recent public auctions conducted by the offeror indicating the fair market value and the purchase price for property sold.

Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all principals and the key personnel position (H.1.5) including the information in subsection a for each contract;

#### **L.24.2 PRICE PROPOSAL (CLINS 0001, 0002, 0003, AND 0004)**

The information requested in this section shall facilitate evaluation of the Contractor's Price Proposal as described in Section B of the solicitation.

The Contractor's Price proposal shall contain , at a minimum, the following:

- a. Table of Contents;
- b. Completed Section B.3 of the solicitation (Pages 2 and 3);
- c. Cost/Price Data and Certification (Attachment J.7); and
- d. Cost/Price Narrative/Justifications and Supporting Documentation for costs and expenses

Contractor's Price proposal will be evaluated **separately** from the technical proposal.

The Contractor shall submit the original price proposal and six (6) copies under separate cover containing no reference to the Offeror's technical proposal.

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 BASIS FOR AWARD**

**M.1.1** A Contract will be awarded to a 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 award. Rather, the total scores will guide the District in making an informed award decision based upon the evaluation criteria.

**M.2 EVALUATION CRITERIA AND BASIS FOR AWARD**

**M.2.1** The District may award a contract in which evaluated price will be compared to technical competence to determine the combination of price and technical factors that is most advantageous to the District. The contract resulting from this solicitation will be awarded to the responsible Offeror whose offer is most advantageous to the District. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.

**M.2.2** Proposals will be rated and ranked on the evaluation factors listed below in Table M-2 (Evaluation Factors). Although technical factors are significantly more important than price, price is an important factor and should be considered when preparing responsive proposals. The importance of price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

**M.2.3** When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when the price is so significantly high as to diminish the value of the technical superiority to the government, price may become the determining factor for award.

**M.2.4** Evaluation of an Offeror's proposal shall be based on the information presented in the proposal and information available to the Contracting Officer from sources deemed appropriate. Proposals which are not in compliance with the RFP in terms of technical or schedule commitments may be deemed to be reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity of the proposed work and may result in rejection of the proposal. Since the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing that would be prevalent in the proposed deliverable data.

**M.2.5** Price analysis will be conducted on all proposals.

**M.3 WEIGHTING AND SCORING****M.3.1 FACTOR WEIGHTING**

**M.3.1.1** The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District's needs in the manner most advantageous to the Government, all factors considered. The relative probabilities of the Offeror to accomplish this will be judged by evaluation of specific factors outlined in Section L of the Contract.

**M.3.1.2** Each proposal, Technical (Volume I) and Price (Volume II), will be evaluated separately. Preference points will be awarded on the basis outlined below in Section M.8.

**M.3.1.3** Technical Approach, Technical Expertise and Past Performance are more important than Price. The maximum total points including Preference Points are 112 (See M.5 for Evaluation Factors).

**M.3.1.4** The Offeror's proposal response for each factor will be evaluated by the District and assigned a rating depending on the quality of the response. The technical scale identified in M.4 and corresponding points, is a weighting mechanism that will determine what score the Offeror will be awarded for each factor identified in M.5.2.

**M.4 TECHNICAL RATING SCALE**

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

**M.4.1** For example, if an evaluation factor has a point evaluation of 0 to 25 points and utilizing the Technical Rating Scale above the District evaluates the

Offeror’s response as “Good,” the score for the evaluation factor is 4/5 of 25 or 20. If an evaluation factor has a point value of 20 and the District evaluates the Offeror’s proposal as “Poor,” the score for that evaluation is 2/5 of 20 or 8. The Offeror’s total score will be determined by adding together the Offeror’s score for each evaluation factor.

**M.5 EVALUATION FACTORS**

**M.5.1** Each of the evaluation factors in Table M-2, Table M-3 and Table M-4, as applicable, will be used by the District in evaluating the services proposed by the Offeror’s under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror’s response.

**M.5.2** The following scoring for each evaluation factor and their relative importance as described below will be used in the District’s determination of whether the Offeror satisfies the requirements. The Technical Approach/capacity and Past Performance/Previous Experience are listed in descending order of importance for evaluation. Price and preference points are evaluated separately.

Technical Proposal

Technical Approach/Capacity	30 Points
Past Performance/Previous Experience	20 Points

Price Proposal

Price	50 Points
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Preference Points (as described in M.8.2)

Local Business Enterprise	4 Points
Disadvantaged Business Enterprise	3 Points
Resident Business Ownership	3 Points
Business located in and Enterprise Zone	2 Points
<b>Maximum Points</b>	<b>112 Points</b>

**M.6 TECHNICAL PROPOSAL EVALUATION**

**M.6.1** The District will review the Offeror’s narrative for each of the factors listed in M.5.3.1 above. The District will rate the quality and reasonableness of the Offeror’s response and assign a rating to the Offeror’s proposal as described in M.4. The factor scores will be added together to determine the final score for the Technical Proposal.

**M.7 PRICE PROPOSAL EVALUATION**

**M.7.1** The price proposal evaluation will be scored objectively based on the price.

**M.7.2** The Offeror with the lowest Price Proposal will receive the maximum points available for price (50 pts). All other proposals will receive proportionately lower total points based on the formula below.

**M.7.3**  $\frac{\text{Lowest Price Proposal}}{\text{Price of proposal being evaluated}} \times 50 = \text{Price Points Awarded}$

Example:  $\$100,000/\$200,000 \times 50 \text{ points} = 25 \text{ points}$

**M.7.4** Local Businesses, Resident Business Ownership, Disadvantaged Businesses or Businesses Operating in an Enterprise Zone Preference Points will be applied if certified. A total of 12 Preference points are available in accordance with the applicable clauses as described below in M.8 below.

**M.8 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.8.1** Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

**M.8.1.1 General Preferences**

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

**M.8.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission

(SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

- M.8.1.1.2** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.8.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.8.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.8.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.8.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.8.2** Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

- M.8.2.1** Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.8.2.2** Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.8.2.3** Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

- M.8.2.4** Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.8.2.5** Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.8.2.6** Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.8.3** Maximum Preference Awarded

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

**M.8.4** 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.8.5** Vendor Submission for Preferences

- M.8.5.1** 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.8.5.1.1** 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.8.5.1.2** Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.8.5.2** 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.8.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.