

SOLICITATION, OFFER, AND AWARD			1. Caption DC OP3 Advisory Services			Page of Pages 1 53	
2. Contract Number		3. Solicitation Number DRAFT		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 <input type="checkbox"/> Exempt from Competition		5. Date Issued TBD	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category
7. Issued By: Office of Contracting and Procurement 441 - 4 th Street, N.W., Suite 700 South Washington, D.C. 20001				8. Address Offer to: Submission should be made via Electronic Sourcing only.			
NOTE: In sealed proposal solicitations "offer" or "offeror" means "bid" or "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will via <u>electronic format via Ariba E-Sourcing</u> . 2:00 p.m. EST. time _____ (Hour) (Date) CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.							
10. For Information Contact		A. Name Todd Allen		B. Telephone (Area Code) (Number) (Ext) 202 724-3969		C. E-mail Address todd.allen@dc.gov	
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X	H	Special Contract Requirements					
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the 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) (Number) (Ext)			<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G		17. Signature		18. Award Date
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
2. Name of contracting Officer (Type or Print)			23. Signature of Contracting Officer (district of Columbia)			24. Award Date	
 Government of the District of Columbia			 Office of Contracting & Procurement				

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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of District's Office of Public-Private Partnerships (the "District") is seeking a contractor to provide consulting services in the following area:

- Business Management Services;
- Financial Advisory Services; and
- Legal Advisory Service.

B.2 The District contemplates award of multiple IDIQ contracts.

B.2.1 Task orders under this contract will be firm fixed price.

B.2.2 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

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

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of **\$950,000.00 per year**. The District will order at least the minimum quantity of **\$100.00 per year**.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after **September 30, 2021**.

B.3 Table 1. Price Summary – See Attachment J.9 (pages 51-53)

B.4 An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on "Required Solicitation Documents".

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The purpose of this request is to solicit sealed proposals to establish services contract(s), through competitive negotiation, for the procurement of the following service lines:

- Business Management Services;
- Financial Advisory Services; and
- Legal Advisory Service.

All services will be in support of the District of Columbia’s comprehensive Public-Private Partnerships (P3) program as directed by the District of Columbia Office of Public-Private Partnerships (DC OP3). Proposers selected under this solicitation will be placed within one or more pools of advisors within the service lines listed above. Proposer may submit proposals for one or more of the services lines.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	DC P3 Legislation	DC ACT 20-550 – The Public Private Partnership Act	December 29, 2014

C.3 BACKGROUND

The DC OP3 was created through the enactment of the District of Columbia Public-Private Partnerships Act of 2014 (P3 Act). The DC OP3, within the Office of the City Administrator, is tasked to assess, evaluate, develop and procure Public-Private Partnership for all agencies of the District government. The DC OP3 will also service as the in-house innovative project delivery advisors for the District of Columbia government. These duties will result in a wide-ranging need for external staff augmentation services with expertise in P3 projects in social infrastructure, transportation infrastructure and other innovative opportunities as they present themselves.

C.4 REQUIREMENTS

Proposers shall address all labor, supervision, equipment, supplies and travel required to provide all staff services to the DC OP3 for each of the service categories. Proposers may submit proposals for one, two or all of the categories. If a Proposer wishes to be considered for more than one category, that Proposer must submit a separate proposal for each category for which they wish to be considered.

CATEGORIES

A. Business Management Services

Business Management Services are focused on the identification, evaluation, development and delivery of P3 projects as part of the District’s P3 program. Services will be in support of the P3 procurement model as outlined in the P3 Act, the DC OP3 Rules and Guidelines. Services for Project Structuring shall include, but not be limited to the following:

- i. Researching, developing, and drafting requests for information, requests for qualifications and request for proposals. Assist in the development of negotiation strategy and all activities related to the development of projects, including analysis of key commercial issues, development of commercial documents, agreements, and associated exhibits, providing information related to business feasibility and supporting the business case;
- ii. Providing expert advice and guidance on program and project structuring decisions;
- iii. Developing reports and informing DC OP3 staff and other District officials of unique and innovative ideas, concepts and industry best practices, both nationally and internationally;
- iv. Fulfill requests for information on current projects and policy issues, including but not limited to facilitating risk analysis, insurance/risk assessments and gap analysis, developing estimates for routine Operations and Maintenance (O&M), lifecycle, design, construction and air rights development and real estate expertise, energy development expertise, broadband/wireless expertise, environmental policy and other innovative elements required to develop P3 or alternative delivery projects;
- v. Providing support at all levels of expertise for the development, negotiation and execution of agreements and/or contracts;
- vi. Providing expertise in guidance and support to facilitate proactive and interactive public engagement activities related to the development and implementation of the P3 program and specific projects; expertise with public engagement to include public meetings;
- vii. Providing program management, project management and administrative support and all other staff and activities as required in meeting the needs of the P3 program.

B. Financial Advisory Services

Financial Advisory Services are focused on the financial assessment and evaluation of P3 projects. Services will be in support of the P3 procurement model as outlines in the P3 Act, the DC OP3 Rules and Guidelines. Financial Advisory Services for shall include, but not be limited to the following:

- i. Researching, developing and drafting detailed valuations, monetization and financial analyses, innovative alternative financial regimes, business case development, value for money analysis and other financial activities in support of the development of P3 projects and program proposals;
- ii. Providing expert advice and guidance on financial and policy decisions related to the P3 program and projects, including development of financial data related to high-level and detail-level screenings of conceptual and candidate P3 projects;
- iii. Developing reports and informing the DC OP3 of unique and innovative financial ideas, concepts and industry best practices, both nationally and internationally to promote the development of multi-modal projects and other innovative P3 projects;
- iv. Providing expertise in support of the development, negotiation and execution of agreements and/or contracts;
- v. Evaluation of impacts, benefits and liabilities related to revenues and cost, review and analyze requirements for insurance policies, toll analysis, life cycle cost, revenue sharing, refinancing alternatives, traffic and revenue studies, risk assessment and all other financial analysis appropriate and required for the development of P3 projects; and
- vi. Providing program management, project management and administrative support and all other staff and activities as required in meeting the needs of the P3 program.

C. Legal Advisory Services

Legal Advisory Services from attorneys and firms with considerable sector-specific expertise and experience in P3s and District legal structures will provide support of the P3 procurement model as outlines in the P3 Act, the DC OP3 Rules and Guidelines. Legal Advisory Services shall include, but not be limited to the following:

- i. Review and update of DC OP3 documents as needed, including Rules and Guidelines;
- ii. Working with the DC OP3, the Owner Agency, other reliant District offices and other advisors to structure the P3 procurement documents and to advise on the procurement approach to limit legal risk to the District and maximize value-for-money;
- iii. Advise on contractual issues on project agreements, project terms and conditions, leases, risk transfer, revenue sharing and tax implications associated;
- iv. Contract terms and conditions based on the specific need of the District;
- v. Provide guidance regarding the DC OP3's approach in negotiations with bidders and possibly undertaking some aspects of the negotiations on behalf of DC OP3 as needed;
- vi. Drafting and settling of final P3 agreements; and
- vii. Additional and more general advice on taxation, property, planning, environmental law (especially federal requirements), banking, competition law, intellectual property and ethics.

STAFFING REQUIREMENTS/LABOR CATEGORY DESCRIPTIONS

The DC OP3 requires consultants to have availability of industry leading staff at all times. The following staff positions are required, relevant to the services proposed, and shall at a minimum, be provided by the Contactor. Offerors must submit a resume, or resumes of qualified staff, for each position required. If offerors are proposing for more than one category resumes must be submitted for each required position under each category. Identified persons shall have the following minimum qualifications:

A. Business Management Services

In support of activities as defined in this solicitation.

- i. **Managing Senior Consultant**
 - a. A minimum of 12 years of progressive experience in the development and delivery of P3 projects and alternative delivery procurements;
 - b. Resume demonstrating a primary responsibility for the successful development and deployment of contracts in the areas of transportation, multi-modal facilities, vertical and social infrastructure;
 - c. Proven record of providing guidance to public sector agencies and responsible public entities in program development, project development and procurement, contracts, policy and regulatory matters as they relate to P3s and alternative delivery methods and initiatives;
 - d. Proven ability to manage a team of consultants, tight project timelines and limited budgets in an effective manner; and
 - e. The Managing Senior Consultant will serve as the Task Order Point of Contact for the DC OP3.
- ii. **Senior Consultant / Subject Matter Expert**
 - a. A minimum of 9 years of progressive experience in the development and delivery of P3 projects and alternative delivery procurements;
 - b. Resume demonstrating a team-based responsibility for the successful development and deployment of contracts in the areas of transportation, multi-modal facilities, vertical and social infrastructure; and

- c. Proven record of providing guidance to public sector agencies and responsible public entities in program development, project development and procurement, contracts, policy and regulatory matters as they relate to P3s and alternative delivery methods and initiatives.
- iii. **Consultant**
 - a. A minimum of 3 years of experience in the development and delivery of P3 projects and alternative delivery procurements; and
 - b. Ability to support all Task Order related activities including document creation, research, and product delivery.
- iv. **Administrative Personnel / Technical Writer**
 - a. Clear ability in production of materials associated with the Task Order including RFI, RFQ, RFP, P3 agreements as well as applications, reports and documents for federal and District officials or agencies; and
 - b. Knowledge of administrative responsibilities including but not limited to creation of presentations, document drafting, reports and applications.

B. Financial Advisory Services

In support of activities as defined in this solicitation.

- i. **Managing Senior Financial Advisor**
 - a. A minimum of 12 years of progressive experience in the development and delivery of P3 projects;
 - b. Proven record of providing advanced, technical research, analysis, evaluations and recommendations to public sector agencies relative to federal and state innovative financing initiatives and financial management tools for P3's and alternative delivery projects and procurements;
 - c. Extensive knowledge and recognized industry leadership in the areas of public sector fiscal policies, risk allocation, cost analysis, contracts and project management of complex P3 projects and other innovative delivery methods;
 - d. Proven ability to manage a team of financial advisors, tight project timelines and limited budgets in an effective manner; and
 - e. The Managing Senior Consultant will serve as the Task Order Point of Contact for the DC OP3.
- ii. **Senior Financial Advisor / Subject Matter Expert**
 - a. A minimum of 9 years of progressive experience in the development and delivery of P3 projects;
 - b. Proven record of providing advanced, technical research, analysis, evaluations and recommendations to public sector agencies relative to federal and state innovative financing initiatives and financial management tools for P3's and alternative delivery projects and procurements; and
 - c. Extensive knowledge and recognized industry leadership in the areas of public sector fiscal policies, risk allocation, cost analysis, contracts and project management of complex P3 projects and other innovative delivery methods.
- iii. **Financial Advisor**
 - a. A minimum of 3 years of experience in the development and delivery of P3 projects and alternative delivery procurements;

- b. Expertise in the fields associated with P3 project delivery including but, not limited to financial modeling, project finance structuring and innovative project funding methods; and
- c. Ability to support all Task Order related activities including document creation, research and product delivery.

iv. **Administrative Personnel / Contract Writer**

- a. Clear ability in production of materials associated with the Task Order including RFI, RFQ, RFP, P3 agreements as well as applications, reports and documents for federal and District officials or agencies; and
- b. Knowledge of administrative responsibilities including but not limited to creation of presentations, document drafting, reports and applications.

C. Legal Advisory Services

In support of activities as defined in this solicitation.

v. **Managing Senior Legal Advisor**

- a. A minimum of 12 years of proven record of providing advanced legal guidance and recommendations to public sector agencies relative to federal and state innovative financing initiatives and financial management tools for P3s;
- b. Extensive knowledge and recognized industry leadership in the legal areas associated with complex P3 projects and other innovative delivery methods;
- c. Proven ability to manage a team of legal advisors, tight project timelines and limited budgets in an effective manner; and
- d. The Managing Senior Legal Advisor will serve as the Task Order Point of Contact for the DC OP3.

vi. **Senior Legal Advisor / Subject Matter Expert**

- a. A minimum of 9 years of proven record of providing advanced legal guidance and recommendations to public sector agencies relative to federal and state innovative financing initiatives and financial management tools for P3s;
- b. Extensive knowledge and recognized industry leadership in the legal areas associated with complex P3 projects and other innovative delivery methods; and
- c. Deep working history with the legal system and legal requirements, especially in the fields of contract law, procurement law, zoning and planning of the District of Columbia.

vii. **Legal Advisor**

- d. A minimum of 3 years of experience in the legal aspects of P3 projects and alternative delivery procurements and/or District of Columbia law; and
- e. Ability to support all Task Order related activities including document creation, research, and project delivery.

viii. **Administrative Personnel / Contract Writer / Paralegal**

- c. Clear ability in the production of materials associated with the Task Order including RFI, RFQ, RFP, P3 agreements as well as applications, reports and documents for federal and district officials or agencies; and
- d. Knowledge of administrative responsibilities including but not limited to creation of presentations, document drafting, reports and applications.

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SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date
1	Kick Off Meeting	1	In person attendance	Ten (10) business days after Authorization to Proceed (ATP)
2	Draft report on street lights costs to include energy, maintenance services, overhead/back office services and other lifecycle costs	1	E-Copy or Paper	TBD after Kick Off Meeting
3	Final report on street lights costs to include energy, maintenance services, overhead/back office services and other lifecycle costs	1	E-Copy or Paper with In-Person meeting	5 (five) business days following the receipt of comments from the District
4	Draft sources and usage analysis to include District tariff arrangements	1	E-Copy or Paper	TBD after Kick Off Meeting
5	Final sources and usage analysis to include District tariff arrangements	1	E-Copy or Paper with In-Person Meeting	5 (five) business days following the receipt of comments from the District
6	Draft stakeholder analysis to include needs assessment, opportunities, objections review and recommendations	1	E-Copy or Paper with In-Person Meeting	TBD after Kick Off Meeting
7	Draft District street light objectives and priorities analysis	1	E-Copy or Paper	TBD after Kick Off Meeting
8	Internal stakeholder meeting to discuss and finalize District objectives and priorities, as well as stakeholder engagement plan		In-Person Session	5 (five) business days after receipt of draft objectives and priorities
9	Final objectives and priorities report, as well as stakeholder engagement plan	1	E-copy or Paper	5 (five) business days after in-person meeting
10	Draft Risk Register (in conjunction with other staff and advisors)	1	E-copy or Paper	TBD after Kick Off Meeting
11	Final Risk Register	1	In-Person	5 (five) days after receipt of comments from the District
12	Draft Project Financial Model (as part of the PSC and VfM Analysis)	1	E-copy and In-Person	TBD after Kick Off Meeting
13	Final Project Financial Model (as part of the PSC and VfM Analysis)	1	E-Copy and In-Person	5 (five) days after receipt of comments from the District
14	Initial project delivery and procurement options analysis paper	1	E-copy or Paper	TBD after Kick Off Meeting
15	Project delivery and procurement options recommendations with timelines	1	In-Person	5 (five) days after receipt of comments from the District
16	Draft RFI, RFEI, RFQ and RFP	As needed	E-Copy, Paper and In-Person	TBD – as needed
17	Final RFI, RFEI, RFQ and RFP	As needed	E-copy, Paper and In-Person	TBD – as needed
18	Provide input on project performance specifications and payment mechanism		On-going in-person, e-copy and paper	On-going

FINAL DELIVERABLES/DELIVERY SCHEDULES WILL BE DETERMINED ON A TASK ORDER BASIS.

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

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SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

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

Office of the Controller/Agency CFO
P3 (get information)
Attn: Paul Blake

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Unless otherwise specified in the contract, payment will be made on partial deliveries of services accepted by the District based upon sections B.3 (Price Schedule) and F.3 (Deliverables) if:

- a) The amount due on the deliverable warrants it; or
- b) The Contractor requests it and the amount due on the deliverable is in accordance with the following:
 - Payment will be made on completion an acceptance of each item (Section F.3) for which the price is stated in the schedule in Sections B.3 and F.3
- c) Presentation of a properly executed invoice

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made.

Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Todd Allen
Office of Contracting and Procurement
441 4th Street, NW
Suite 700S
Washington, DC 20001
Telephone: 202.724.3969
E-mail address:todd.allen@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINSTRATOR (CA)

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

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

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

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

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

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

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

Judah Gluckman
Deputy Director and Counsel District of Columbia Office of Public-Private Partnerships
(DC OP3)
John A. Wilson Building
1350 Pennsylvania Ave, NW Suite 533 Washington, DC 20004
202.308.8197
judah.gluckman@dc.gov

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

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

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. **2015-4281**, dated December 29, 2015 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

(Article 35, 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts is hereby substituted with the following Article 35, 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT)

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least

50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

TBD on a task order basis if necessary

H.12 CONTRACTOR RESPONSIBILITIES

TBD on a task order basis if necessary

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

(Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts is hereby substituted with the following Article 42, Rights in Data)

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required

Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

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

Todd Allen
441 4th Street, NW, Ste. 700S
Washington, DC 20001
202.724.3969
todd.allen@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

(Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts is hereby substituted with the following Article 14, Disputes)

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;

- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA

Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts is no longer applicable.

I.13 ESTIMATED QUANTITIES

It is the intent of the District to secure contracts for all the needs of the designated agency for all items specified in Section C which may occur during the contract term. The District agrees that it may purchase the services included herein from the contractor. The estimated quantities stated in the solicitation reflect the best estimates available. They shall not be construed to guarantee or limit the quantities which may be ordered from the Contractor by the District via task order or to relieve the Contractor of his obligation to fill all such orders. Task orders will be placed from time to time if and when needs arise for such services. The District does not guarantee to order any specific quantities.

I.14 TRAVEL COSTS

Costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in official company business related to the District contract/task orders shall be allowable. Allowable costs may be based on actual cost incurred, per diem or mileage, or a combination if the method used does not result in an unreasonable charge.

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SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination <i>No. 2015-4281, dated December 29, 2015</i>
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Section B.3 - Table 1 - PRICING SUMMARY

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on “Required Solicitation Documents”

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit three (3) attachments in its electronic submittal: (1) a technical proposal; (2) redacted technical proposal (see section L.3); and (3) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall label them accordingly, i.e., "Technical Proposal", "Price Proposal."

1) GENERAL INSTRUCTIONS

- Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Districts requiring prompt submission of missing information and/or giving lowered evaluation scores of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the District.
- Proposals shall be formatted using the times new roman font and print shall be no smaller than 12 point with standard 1 inch margins.

- Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of solicitation. Emphasis should be placed on completeness and clarity of content.
- If submitting proposals for more than one service area the offeror must submit a separate set of proposal documents for each area. (i.e. business management, financial advisory, legal advisory)

2) TECHNICAL PROPOSAL GUIDELINES

Section I – Executive Summary (no more than 5 pages)

- Offerors shall provide an executive summary containing a brief description of their proposal and indicate which service category the offeror is responding to. The summary should also provide a brief discussion of the offeror’s organizational history, mission and goals, the number of employees and structure indicating that the offeror has sufficient skilled, credentialed, and experienced staff to make the project successful.

Section II – Approach to Providing Services (no more than 15 pages)

- The proposal shall contain a detailed description of the approach to providing services for the services category the offeror is responding to. The approach description shall provide sufficient information to enable the District to understand and evaluate the offerors plan to meet the requirements of the services requested.
- The proposal shall demonstrate how offeror plans to assemble team members that provide a wide range of services noted in the statement of work and describe how the team will work in coordination with the DCOP3 office to meet the objectives of the P3 program.
- The offeror’s proposal shall contain a staffing plan with organizational chart indicating the resources and individuals to be dedicated to the services required. The staffing plan should include the number, names where possible, and the capabilities and experience of the personnel to be assigned to the project. The staffing plan should also include the ability of the offerors team to respond in a timely manner to requests from DCOP3 and the offeror team resources to be dedicated to the provision of the services required.
- The offeror shall also include a description of how the offeror will evaluate and report any actual, potential or perceived conflict of interest that exists or may exist as a result of any (1) work performed, (2) position taken, or (3) conclusion reached for any former or current client which would cause the contractor to be disqualified or provide a basis to question the contractor's impartiality or objectivity throughout the lifetime of the contract.

Section III – Description of Offeror Team Members, Team Experience and References (no page limit)

- Offeror’s shall provide descriptions of each team member, with statements and/or letters indicating all team members’ commitment to the proposal. Each team member shall be identified by firm name and location. There shall be a description of the role of each team member. Offerors shall further provide a description of each team member’s capabilities and

experience in providing similar services to other organizational entities and which job category offeror believes each team member falls under.

- Offerors shall provide detailed bios or resumes for all team members.
- Offeror shall provide a general description of similar services previously provided by the offeror team members to other entities or organizations.
- Offerors shall provide a description of the offerors understanding of the federal and state statutes governing P3 and alternative delivery procurements, and the Districts procurement process for P3 projects. In particular the offeror should focus on their team's experience evaluating, managing, negotiating or otherwise participating in public-private partnerships or alternative delivery methods for P3 projects.
- Proposals should also provide any relevant experience the firm(s) may have with the Federal Highway Administration (FHWA), Federal Transit Administration or other relevant Federal agencies particularly in regards to public-private partnerships or alternative delivery methods for P3 projects.

Section V –Subcontracting Plan (no page limit)

- The District's standard subcontracting plan form can be found at <http://ocp.dc.gov>, click on "Required Solicitation Documents".

3) PRICE PROPOSAL GUIDELINES

The price proposal shall include the fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit. Unless otherwise directed in writing, the price proposal shall at a minimum include:

- a) Completed/signed copy of the solicitation cover page. Amendments to the solicitation should be acknowledged in accordance to section L.13 of this solicitation.
- b) Completed Rate/Price Schedule for all years for all service areas the offeror is proposing. (Table 1);
- c) Offeror's are required to submit a copy of their price proposal in both PDF and MS Excel formats; and

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the District's E-Sourcing system before the closing time. **(YOU MAY USE MICROSOFT INTERNET EXPLORER VERSIONS 7, 8 OR 9 TO UPLOAD THE ATTACHMENTS).**

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective offeror should submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than 10 days before the date set for submission of proposals. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C.

20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 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.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

Todd Allen
441 4th Street, NW, Ste. 700S
Washington, DC 20001
202.724.3969
todd.allen@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. 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.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO 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 CO shall determine the prospective contractor to be non-responsible.

L.18 RESERVED

L.19 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **TBD**. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.20 KEY PERSONNEL

L.20.1 The District considers the following positions to be key personnel for each service area:

1. Business Management Services – Managing Senior Consultant
2. Business Management Services – Senior Consultant/SME
3. Financial Advisory Services – Managing Senior Financial Advisor
4. Financial Advisory Services – Senior Financial Advisor/SME
5. Legal Advisory Services – Managing Senior Legal Advisor
6. Legal Advisory Services – Senior Legal Advisor/SME

L.20.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

L.21 ORAL PRESENTATIONS

The District reserves the right to have some or all offerors make an oral presentation to the technical evaluation panel and substantiate the experience and performance capabilities represented in their technical approaches. The oral presentation, whose specific agenda will be provided prior to the presentation by the CO, may include analysis of the District's need, an overview of their understanding of the project and their technical approach, synopsis and lessons learned from successful projects of comparable size and scope, proposed staffing qualifications, and any other items included in provided agenda.

Length of Oral Presentation

Each Offeror will be given up to forty-five (45) minutes to present. At the conclusion of the presentation the Offeror shall participate in an up to forty-five (45) minute question and answer session with the TEP and other interested parties as determined by the District.

Schedule

The order of presentation will be selected randomly and Offerors will be informed of their presentation date and time well in advance. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the CO.

Offeror Attendees

Each Offeror will be limited to 5 attendees. The District encourages that Offerors key personnel be in attendance.

Any information obtained from the presentation will be treated as part of the Offeror's proposal submission and treated accordingly.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (95 Points Maximum)

Section I – Executive Summary (15 points)

- Offeror’s ability described through its organizational history, mission and goals, its employees, and structure to make the project successful.

Section II – Approach to Providing Services (40 points)

- Offeror’s approach to providing sufficient information to enable the District to understand and evaluate the offerors plan to meet the requirements of the services requested.
- The offeror’s ability to work in coordination with the DC OP3 office to meet the objectives of the P3 program.
- The strength of offeror’s staffing plan.
- The Offeror’s ability to handle any actual, potential or perceived conflict of interest that exists or may exist as a result of any (1) work performed, (2) position taken, or (3) conclusion reached for any former or current client which would cause the contractor to be disqualified or provide a basis to question the contractor's impartiality or objectivity throughout the lifetime of the contract.

Section III – Description of Offeror Team Members, Team Experience and References (40 points)

- The Offeror has provided descriptions of each team member, with statements and/or letters indicating all team members’ commitment to the proposal. Each team member was identified by firm name and location. There was a description of the role of each team member. The Offeror further provided a description of each team member’s capabilities and experience in providing similar services to other organizational entities.
- The Offeror provided detailed bios or resumes for all team members.
- The Offeror’s previous work on similar services provided by the offeror team members to other entities or organizations.
- The Offeror’s understanding of the federal and state statutes governing P3 and alternative delivery procurements, and the Districts procurement process for P3 projects.
- The Offeror’s previous relevant experience with the Federal Highway Administration (FHWA), Federal Transit Administration or other relevant Federal agencies particularly in regards to public-private partnerships or alternative delivery methods for P3 projects.

M.3.2 PRICE CRITERION (5 Points Maximum)

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

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

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

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:
 - Department of Small and Local Business Development
 - ATTN: CBE Certification Program
 - 441 Fourth Street, NW, Suite 850N
 - Washington DC 20001
- M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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

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**Attachment J.9 Section B.3 - Table 1 PRICE SUMMARY
BUSINESS MANAGEMENT SERVICES**

Business Management Services – Base Year					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
0001	Managing Senior Consultant	Hourly Rate		104	
0002	Senior Consultant/Subject Matter Expert	Hourly Rate		260	
0003	Consultant	Hourly Rate		520	
0004	Administrative Personnel/Technical Writer	Hourly Rate		104	

Business Management Services – Option Year 1					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
1001	Managing Senior Consultant	Hourly Rate		104	
1002	Senior Consultant/Subject Matter Expert	Hourly Rate		260	
1003	Consultant	Hourly Rate		520	
1004	Administrative Personnel/Technical Writer	Hourly Rate		104	

Business Management Services –Option Year 2					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
2001	Managing Senior Consultant	Hourly Rate		104	
2002	Senior Consultant/Subject Matter Expert	Hourly Rate		260	
2003	Consultant	Hourly Rate		520	
2004	Administrative Personnel/Technical Writer	Hourly Rate		104	

Business Management Services – Option Year 3					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
3001	Managing Senior Consultant	Hourly Rate		104	
3002	Senior Consultant/Subject Matter Expert	Hourly Rate		260	
3003	Consultant	Hourly Rate		520	
3004	Administrative Personnel/Technical Writer	Hourly Rate		104	

Business Management Services – Option Year 4					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
4001	Managing Senior Consultant	Hourly Rate		104	
4002	Senior Consultant/Subject Matter Expert	Hourly Rate		260	
4003	Consultant	Hourly Rate		520	
4004	Administrative Personnel/Technical Writer	Hourly Rate		104	

FINANCIAL ADVISORY SERVICES

Financial Advisory Services – Base Year					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
0005	Managing Senior Financial Advisor	Hourly Rate		104	
0006	Senior Financial Advisor/Subject Matter Expert	Hourly Rate		260	
0007	Financial Advisor	Hourly Rate		520	
0008	Administrative Personnel/Technical Writer	Hourly Rate		104	

Financial Advisory Services – Option Year 1					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
1005	Managing Senior Financial Advisor	Hourly Rate		104	
1006	Senior Financial Advisor/Subject Matter Expert	Hourly Rate		260	
1007	Financial Advisor	Hourly Rate		520	
1008	Administrative Personnel/Technical Writer	Hourly Rate		104	

Financial Advisory Services – Option Year 2					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
2005	Managing Senior Financial Advisor	Hourly Rate		104	
2006	Senior Financial Advisor/Subject Matter Expert	Hourly Rate		260	
2007	Financial Advisor	Hourly Rate		520	
2008	Administrative Personnel/Technical Writer	Hourly Rate		104	

Financial Advisory Services – Option Year 3					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
3005	Managing Senior Financial Advisor	Hourly Rate		104	
3006	Senior Financial Advisor/Subject Matter Expert	Hourly Rate		260	
3007	Financial Advisor	Hourly Rate		520	
3008	Administrative Personnel/Technical Writer	Hourly Rate		104	

Financial Advisory Services – Option Year 4					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
4005	Managing Senior Financial Advisor	Hourly Rate		104	
4006	Senior Financial Advisor/Subject Matter Expert	Hourly Rate		260	
4007	Financial Advisor	Hourly Rate		520	
4008	Administrative Personnel/Technical Writer	Hourly Rate		104	

LEGAL ADVISORY SERVICES

Legal Advisory Services – Base Year					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
0009	Managing Senior Legal Advisor	Hourly Rate		52	
0010	Senior Legal Advisor/Subject Matter Expert	Hourly Rate		130	
0011	Legal Advisor	Hourly Rate		260	
0012	Administrative Personnel/Technical Writer	Hourly Rate		52	

Legal Advisory Services – Option Year 1					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
1009	Managing Senior Legal Advisor	Hourly Rate		52	
1010	Senior Legal Advisor/Subject Matter Expert	Hourly Rate		130	
1011	Legal Advisor	Hourly Rate		260	
1012	Administrative Personnel/Technical Writer	Hourly Rate		52	

Legal Advisory Services – Option Year 2					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
2009	Managing Senior Legal Advisor	Hourly Rate		52	
2010	Senior Legal Advisor/Subject Matter Expert	Hourly Rate		130	
2011	Legal Advisor	Hourly Rate		260	
2012	Administrative Personnel/Technical Writer	Hourly Rate		52	

Legal Advisory Services – Option Year 3					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
3009	Managing Senior Legal Advisor	Hourly Rate		52	
3010	Senior Legal Advisor/Subject Matter Expert	Hourly Rate		130	
3011	Legal Advisor	Hourly Rate		260	
3012	Administrative Personnel/Technical Writer	Hourly Rate		52	

Legal Advisory Services – Option Year 4					
CLIN	Labor Category	Unit	Rate	Estimated Hours	Total Estimated Price
4009	Managing Senior Legal Advisor	Hourly Rate		52	
4010	Senior Legal Advisor/Subject Matter Expert	Hourly Rate		130	
4011	Legal Advisor	Hourly Rate		260	
4012	Administrative Personnel/Technical Writer	Hourly Rate		52	