

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		The Notice of Small Business Purchase Set-Aside on the reverse of this form <input type="checkbox"/> is <input type="checkbox"/> is not applicable.			PAGE OF PAGES 1 1	
1. SOLICITATION NO. DCBD-2009-R-4968	2. DATE ISSUED 08/28/2009	3. REQUEST/PURCHASE REQUEST NO. RQ614968	4. COMMODITY GROUP AND CLASS	RATING		
5A. ISSUED BY Office of Contracting and Procurement 441 4 th Street NW., Suite 700 South Washington, DC 20001			6. DELIVER BY <i>(Date)</i> days from date of award			
5B. FOR INFORMATION CALL: <i>(Name and telephone no.) (No collect calls)</i> Edwin Nwaefulu (202) 724-4946 or Edwin.nwaefulu@dc.gov			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE Potential Offeror(s)			9. DESTINATION <i>(Consignee and address, including ZIP code)</i> Office of Planning 2000 14 th Street NW, 4 TH Floor Washington, DC 20009 (202) 442-7600			
8a. Vendor Tax ID #		9b. Duns Number				
10. PLEASE FURNISH QUOTATIONS TO ISSUING OFFICE ON OR BEFORE 2:00 PM (Date) 9/4/2009		11. BUSINESS CLASSIFICATION <i>(Check appropriate boxes)</i> <input type="checkbox"/> SMALL <input type="checkbox"/> LOCAL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> RESIDENT-OWNED				
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
12. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	The District of Columbia, Office of Planning ("OP") seeks a qualified Contractor to provide a Voluntary Greenhouse Gas Reduction Program Design and Implementation Report for Washington, DC. The term of the contract shall be (Date of Award - through Six (6) months thereafter). See Scope of Work (Section C) thru Section M. Please submit Bid along with Price Quote Submits Bids to: Edwin Nwaefulu Office of Contracting and Procurement 441 4 th Street, N.W., Suite 700 South Washington, D.C. 20001 (ph) 202-724-4946 (fax) 202-727-0245 Email edwin.nwaefulu@dc.gov	1	Attachment	See Attachments B & Section C Firm Fixed Price	\$ _____	
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	
14. NAME AND ADDRESS OF QUOTER <i>(Street, city, county, State and ZIP Code)</i> Government Tax ID number			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		16. DATE OF QUOTATION	
			17. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		18. TELEPHONE NO. <i>(Include area code)</i>	

DCBD-2009-R-4968
Voluntary Carbon Reduction Program Study

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Office of Planning (“OP”) seeks a qualified Contractor to provide a Voluntary Greenhouse Gas Reduction Program Design and Implementation Report for Washington, DC.

B.2 Contract Type

B.2.1 The District anticipates award of a firm fixed price contract.

B.3 Price Schedule

B.3.1 Base Period of Performance (Date of Award – Six (6) months thereafter)

Contract Line Item Number (CLIN)	Item Description	Price
0001	Generate a Voluntary Greenhouse Gas Reduction Program Design and Implementation Report for Washington, DC, as described in Section C.	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Office of Planning (“OP”) seeks a qualified Contractor to provide a Voluntary Greenhouse Gas Reduction Program Design and Implementation Report for Washington, DC.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Version
1	Plan, District	Mayor’s climate action pledge http://www.usmayors.org/climateprotection/documents/mcpAgreement.pdf	2007
2	Plan, District	Green DC Agenda: http://green.dc.gov/green/site/default.asp	2009
3	Report, District	Feasibility Analysis of a Voluntary Greenhouse Gas Offset Program in Washington, DC http://planning.dc.gov/planning/cwp/view,A,1423,Q,646754.asp	2008
4	Report, Washington Council of Governments	National Capital Region Climate Change Report http://www.mwcog.org/store/item.asp?PUBLICATION_ID=334	2008

C.1.2 DEFINITIONS

C.1.2.1 Facilitation: facilitation services should aim at engaging District agencies and interested stakeholders, soliciting the widest possible audience and keeping the project on time and on budget. The Contractor is encouraged, upon the authorization of OP, to use web-based tools like listservs, websites, you-tube, blogs, podcasts and other to facilitate the flow of information and the exchange of ideas among participants. Project website and other web-based tools should be continuously updated throughout the process after OP approval of all material.

C.1.2.2 Implementation Plan: a detailed written list of task, policies, programs, implementing agencies and deadlines for implementation. The Implementation Plan can be in a table format.

C.1.2.3 Important note on spatial information: OP manages spatial information (e.g., topological, geometric, or geographic information) using GIS software from ESRI, and most other data and documents using Microsoft Office 2003 for Windows. We use Adobe InDesign CS2 (some machines also have InDesign CS3) and Quark Express for desktop publishing. Contractors wishing to exchange maps and data effectively with OP should

plan to use ESRI ArcMap 9.2 or equivalent GIS software. OP will provide base mapping and other data in ESRI shapefile or geodatabase formats; CAD-format data will be provided only for design-related projects or as specified explicitly in the scope of work. All maps, data, and documents developed for OP must be delivered in acceptable electronic formats. OP prefers maps in ESRI ArcMap format; at minimum, spatial information developed for OP should be delivered in ESRI shapefiles or in comparable geodatabase formats. (Note: key map information must be delivered as geographic features stored in layers; simple graphic elements drawn on a map are not acceptable.) CAD-based maps are acceptable only for design-related projects or as specified explicitly in the scope of work. Highly generalized (“blob”) maps may be delivered in editable graphic formats, but should be derived from OP’s base map information. Other information and documents should be provided in Microsoft Office 2003, Adobe Photoshop CS2, Adobe Illustrator CS2, Adobe InDesign CS2 or QuarkXPress formats. In all cases, data sets must be delivered with sufficient documentation for OP to be able to assess what they contain and to reuse them in subsequent efforts. Use of data delivered to OP should not be limited by third party license restrictions. Contractors are responsible for printing five copies of all required documents and a single copy of all required maps and graphics unless otherwise specified in the scope of work. All software or database development tasks and any use of non-standard graphics or presentation software must be reviewed by OP’s Chief Information Officer.

- C.1.2.4 Monitoring System:** a strategy to monitor the progress of the carbon reduction program. This system should be designed to be applied by OP or a third party whether another District Agency or a non government entity. The system should describe how the data can be monitored in the most efficient way, where to find the data and how often to monitor each indicator.
- C.1.2.5 Statutory and Regulatory Review:** a written legal opinion on the legislative, regulatory and budget challenges or impediments to the full and successful implementation of the report findings.

C.2 BACKGROUND

- C.2.1** OP’s mission is to guide development of the District of Columbia, including the preservation and revitalization of our distinctive neighborhoods, by informing decisions, advancing strategic goals, encouraging the highest quality outcomes, and engaging all communities.
- C.2.2** One of the overarching goals of the 2006 District of Columbia Comprehensive Plan is to “protect, restore, and enhance the natural and man-made environment in the District of Columbia, taking steps to improve environmental quality, prevent and reduce pollution, reduce the carbon footprint of the city and the greenhouse gas emitted into the environment, and conserve the values and functions of the District’s natural resources and ecosystems.” Through extensive public engagement, the Citywide Element 6 – “Environmental Protection Element” – identified eight critical environmental issues facing the District of Columbia and addresses them:

- a) Restoring the city's tree canopy and green infrastructure
- b) Improving our rivers, streams and stream valleys
- c) Reducing erosion and storm water run-off
- d) Sustaining plant and animal habitat
- e) Conserving water and energy
- f) Expanding recycling
- g) Encouraging green building techniques
- h) Reducing air pollution

C.2.3 To address the above mentioned issues, the Comprehensive Plan sets forth a detailed and extensive list of city-wide policies and actions such as adding to the City tree canopy, preventing erosion, restoring natural habitats, conserving water, supporting the production of alternative energy, incentivizing Low Impact Development techniques, promoting green buildings, etc. to help minimize the carbon footprint of the city, thus reducing the effects of global warming.

C.2.4 One of the landmark steps that the District has taken to combat global warming and improve the City's sustainability was the passing of the 2006 Green Building Act (Law 16-234) which requires certain new buildings in the District to meet *Leadership in Energy and Environmental Design* (LEED) standards. The District was the first city in the nation to enact such legislation and the Act is still one of the most stringent and forward looking in the country. Thanks to the Act, in May 2009 there were 50 LEED certified projects in the District. An additional 416 projects are LEED registered. The ordinance is a great tool to make all new and future buildings more environment friendly, however, it is the existing building stock that was built before the enactment of the Act that is the main culprit for the District building emission and other building-related pollutions. As data from the US Energy Information Administration illustrates buildings are responsible for almost half (48%) of all energy consumption and GHG emissions annually in the US. Clearly, immediate action to make all buildings more environmentally friendly is essential if we are to avoid hazardous climate change.

C.2.4.1 The District is in the process of developing a climate action plan for the city. The carbon reduction program shall be one of several strategies used to mitigate against climate change.

C.2.5 Project Purpose

C.2.5.1 The purpose of the project is to provide OP a Voluntary Greenhouse Gas Reduction Program Design and Implementation Report for Washington, DC, that:

1. Outlines options for structuring the implementation of a greenhouse gas reduction program,
2. Identifies the annual start up costs for the initial three years of operation of a voluntary greenhouse gas reduction program tailored to meet DC's specific needs and goals,
3. Considers the impact of Federal climate change legislation (both passed and proposed),

4. Provides best practices research, legal review of statutory and regulatory challenges to implementing the program,
5. Creates a voluntary reduction program that could evolve into a carbon offset program should a robust carbon credit market develop,
6. Supports the objectives of the climate action plan being developed by the District,
7. Provides a detailed road-map for on how best to implement a voluntary greenhouse gas reduction program that complements the District's climate change goals and objectives.

C.2.5.2 The report will outline, at a minimum, two alternative program concepts: 1) a municipal led carbon reduction program housed within a District of Columbia Government agency, such as the Department of the Environment (similar to the Colorado Carbon Fund), and 2) a carbon reduction benefit program (similar to the Cleveland Carbon Fund) run by a non-profit organization.

The report will also address the price of carbon, implementation timeline for program, analysis of demand, and discussion of up-front costs for projects. In addition, the report will offer thoughts on the impact of Federal climate change legislation (both passed and proposed) on purchasing offsets in the market (e.g. low quality/lack of standards/low availability) vs. investment in new projects, as well as options for certification and registration of offsets.

C.2.5.3 Both programs would have the following characteristics:

1. Emphasis on education and outreach to citizens and businesses in the Metro Washington, DC, region through a web-site.
2. Opportunities for citizens, business and visitors to address their climate impact through donations to a non-profit organization.
3. Provide funds for District-based carbon reducing projects, including those selected by the District and others to be determined through a competitive process.
4. Highlighting and focusing on co-benefits selected by DC.
5. A website with a carbon reduction calculator to accept carbon reduction donations from individuals, tourists, businesses and others.
6. Build upon the Clean Air Cool Planet Report prepared for D.C. in 2008.
7. Funds directed to and managed by a non-profit 501(c) (3) organization.
8. Structure to allow autonomy for funds expenditure with advisory board oversight.
9. Consideration of partnerships with other organizations.

C.2.5.4 The following is a proposed outline for the report.

1. District of Columbia program preferences and parameters
 - a. Consultant will work with the District to better understand their specific preferences and priorities for the voluntary program. The following questions will be explored:
 - i. Should the program be focused on implementation of specific projects or creating a fund to award resources on a competitive basis?
 - ii. Anticipated length of commitment to the program?

- iii. Are there supplemental goals to be achieved in connection with the District's Climate Action Plan?
2. Overview and best practices research of the two program options:
 - a. Traditional municipal government directed voluntary GHG reduction or offset program (similar to the Colorado Carbon Fund).
 - b. Non-profit management of a GHG reduction fund (along the outlines of the program implemented by the Cleveland Carbon Fund).
 - c. Strengths and weaknesses of each respective program option will be assessed.
 - d. Detail other program options and best practices, including a review of any alternative options being promoted by local organizations such as the Board of Trade or Chamber of Commerce and recommendations on how/if these efforts might compliment the program options.
 - e. Provide an explanation of the estimated GHG reductions for each program option researched and the basis for the calculations.
3. GHG reduction program demand
 - a. Projection of the anticipated level of participation in the program. Understanding the potential demand will be an important component of accurately projecting the availability of carbon finance.
 - b. Assessment of participation levels in other existing voluntary programs
 - c. Potential sources of demand for the program will be assessed.
 - i. Residents
 - ii. Visitors
 - iii. Businesses
 - iv. Federal partners
 - v. Other organizations
4. GHG reduction program supply
 - a. This core section will further assess potential project opportunities and build upon the existing feasibility assessments or analysis commissioned by the Department of Environment or the District of Columbia government.
5. Program governance and management
 - a. This section will assess the various ways the program can be administered.
 - b. Options explored will include:
 - i. A program administered solely by a third party (such as an existing and/or newly created non-profit).
 - ii. A program administered solely by the District government.
 - c. Options for management and oversight of the funds will be extensively detailed.
 - d. Options for addressing the legal (statutory, regulatory and budgetary) barriers to implementing all options will be extensively detailed.
 - e. Recommendations for proposed emission reduction targets. Sectors of the economy to include, but not limited to:
 - i. Urban forestry,
 - ii. Distributed renewable energy,
 - iii. Home energy efficiency,
 - iv. Street light energy efficiency,
 - v. City vehicle fleet management and replacement, and

- vi. Transportation modal shifts such as the expansion of bicycle sharing and dedicated bicycle travel lanes.
6. Draft scope of work for the solicitation of a program administrator.
7. Cost estimate for program start up for initial three years of operation.
8. Implementation timelines for each option.

C.2.6 Planning Context

C.2.6.1 District of Columbia Comprehensive Plan

The District of Columbia's 2006 Comprehensive Plan provides the policy framework for the city's growth, development, and investment for the next twenty years. The Comprehensive Plan's Environmental Protection Element as well as other Elements should be used as a guide for the development of the Sustainability definition and for polices and recommendations for the NSIPP. Source: www.planning.dc.gov.

C.2.6.1.2 Climate Action Plan

The District Department of the Environment is charged with developing a climate action plan for the District. The goal of the plan is to develop local strategies to reduce the effects of global warming through increased energy efficiency, promoting energy conservation and alternative transportation options. Source: District Department of the Environment. (Currently in process. The Contractor will coordinate with the District as the Climate Action Plan is developed.)

C.2.6.1.3 Green DC Agenda

The Green DC Agenda is the District's commitment to making Washington, DC one of the world's most sustainable and green cities. Going green means that residents will benefit from cleaner, swimmable rivers. Indoor air quality will improve. Streets, parks, and school grounds will be more attractive. And the District's economy will remain vibrant and competitive.

The Green DC Agenda consists of seven themes and two spotlights:

- Homes
- Schools
- Neighborhoods and Community
- Parks and Natural Areas
- Transit and Mobility
- Business, Jobs and Economic Development
- City and Government Operations
- *Spotlight: Anacostia River*
- *Spotlight: Climate Change*

Additional information can be found at: <http://green.dc.gov/green>.

C.2.6.1.4 National Capital Region Climate Change Report

The National Capital Region Climate Change Report called for creating a regional climate change program that would include developing a greenhouse gas inventory, setting regional goals, identifying best practices for reducing emissions, advocating policies at the federal and state levels, making recommendations on regional climate change policy, and recommending a structure to guide Council of Government's efforts in the future.

C.3 **REQUIREMENTS**

The Report shall be consistent with the principles of the District's Comprehensive Plan, Zoning Regulations, and neighborhood and economic development goals of the District of Columbia and community stakeholders.

The Contractor shall provide management of subcontractors and shall ensure that work is completed in a timely manner and to the highest quality standards. The Contractor is expected to monitor the performance of its staff, review work for technical accuracy and completeness, and ensure that deliverables are completed on time and within budget. OP expects senior staff from the Contractor to review and approve final deliverables prior to submission to the District. The Contractor shall also advise OP on its process, timeline, and staffing issues. It is expected that the Contractor shall keep OP apprised of ongoing work via conference calls, emails, and written reports.

The Contractor shall participate in at least three (3) project team meetings. The meetings will be organized and led by OP. Meeting agendas and content will be developed collaboratively between OP and the Contractor.

C.3.1 **TASK 1: Best Practices Research**

C.3.1.1 The Contractor shall develop, compile, and review existing best practices of voluntary carbon reduction or offset programs. Focus shall be on local and State programs that can serve as models for the District's programs and programs operated by non-profit organizations.

C.3.2 **TASK 2: Define Program Alternatives**

C.3.2.1 The Contractor shall define at a minimum two program alternatives: 1) a municipal led program within a District government agency and 2) a program led by a non-profit organization, through an existing non-profit or a newly created single purpose non-profit dedicated solely to the administration of a voluntary carbon reduction program.

C.3.3 **TASK 3: Identify Legal, Regulatory and Budgetary Barriers to Implementation**

C.3.3.1 The Contractor shall provide a legal opinion identifying the barriers and challenges to the implementation of the program. Propose strategies to overcome the barriers related to each programmatic alternative. Special focus shall be on the legal and regulatory barriers and

constraints to implementing a municipal led carbon reduction program within a District government agency. Contractor shall provide clear and achievable strategies that will result in the efficient implementation of the program including the awarding of grants, procurement of services, and the tax deductibility of the carbon reduction contributions.

- C.3.3.2 Analyze pending or approved Federal climate change legislation (including the Waxman-Markey cap and trade bill) to determine if the District's voluntary carbon reduction program compliments or is in conflict with the legislation.

C.3.4 TASK 4: Determine Program Start up Costs and Revenues

- C.3.4.1 The Contractor shall provide estimated program start up costs associated with the first two years of operations. Additionally, the Contractor shall provide an estimate of the potential revenue created by the carbon reduction program. The Contractor shall also recommend a cost per metric ton of carbon and an explanation detailing how the price was derived.

C.3.5 TASK 5: Develop Scope for Program Administrator

- C.3.5.1 The Contractor shall provide a draft scope of work for a program administrator. The program administrator scope of work shall be in a format that can be used for a future solicitation of services.

C.3.6 TASK 6: Prepare Final Report

- C.3.6.1 The Contractor shall produce a draft report that includes deliverables from TASK 1 to TASK 5 for the Office of Planning review and approval. Produce final report (both hard copy and electronic formats) and a PowerPoint slide show that summarizes the report. All materials shall be written and produced in a way to make them understandable to a wide audience. The Contractor shall minimize the use of highly technical language in the report and all communications materials. To the extent that it can, the final report shall provide a timetable for the full execution of the program.

Note: OP may release the study in draft form for a public comment period.

C.3.7 TASK 7: Project Management

- C.3.7.1 The Contractor shall participate and facilitate no less than five (5) project meetings. The meetings may include an interagency working group assisting the Office of Planning with this project. This includes serving as moderator/facilitator for any public meetings, presenting information with OP, and skillfully navigating through the agenda items. This includes in person meetings and online meetings.
- C.3.7.2 The Contractor shall record accurate minutes and summary notes of the project meetings, including recommendations and follow-up items.

- C.3.7.3 The Contractor is required to coordinate with the District and ICLEI in the development of the cities climate action plan. The final report must compliment the objectives of the proposed climate action plan.
- C.3.7.4 The Contractor shall facilitate key stakeholder input. Stakeholder input should be coordinated with the District and ICLEI. Input can include surveys, focus group discussions, interviews or other methods.
- C.3.7.5 The Contractor shall prepare all project meeting materials. OP shall review and approve the meeting materials prior to the project meeting.

SECTION D: PACKAGING AND MARKING

This Section is not applicable to this procurement.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant 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 March 2007 (Attachment J.1.1).

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of *six (6) months* from date of award.

F.2 DELIVERABLES

No.	TASK	Deliverable	Qty/ Format/ Method of Delivery	Due Date
1	TASK 1 C.3.1	Best Practices Research	1 Electronic	4 weeks from award of Purchase Order
2	TASK 2 C.3.2	Define Program Alternatives	1 Electronic	4 weeks from award of Purchase Order
3	TASK 3 C.3.3	Identify Legal, Regulatory and Budgetary Barriers to Implementation	1 Electronic	10 weeks from award of Purchase Order
4	TASK 4 C.3.4	Determine Program Start up Costs and Revenues	1 Electronic	10 weeks from award of Purchase Order
5	TASK 5 C.3.5	Develop Scope for Program Administrator	1 Electronic	14 weeks from award of Purchase Order
6	TASK 6 C.3.6	Prepare Final Report (written report and PowerPoint summary)	1 Electronic 6 Hard Copies	20 weeks from award of Purchase order
7	TASK 7 C.3.7	Project Management	1 Electronic	20 weeks from award of Purchase order

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract 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 may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted 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 (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Attention: Accounts Payable
Address: 441 4th Street, Suite 890N
Washington, DC 20001
Telephone: (202) 727-0333

- 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 (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

G.4.1 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

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

"Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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 lower-tier 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.7 CONTRACTING OFFICER (CO)

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

James H. Marshall, Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, #700 South
Washington, DC 20001
Telephone: (202) 724-4197
E-mail: jim.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Howard Ways
Agency: Office of Planning
Address: 2000 14th Street NW, 4th Floor
Washington DC 20009
Telephone: (202) 442-7600

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2013, Revision No. 07 Dated March 16, 2009, 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.1.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

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

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

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

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

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

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

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

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

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

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

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

H.6 PROTECTION OF PROPERTY:

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

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

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

H.9 DISTRICT RESPONSIBILITIES

The District through COTR will:

H.9.1 Monitor the Contractor's performance. There will be a lead planner from OP who will serve as the Contracting Officer's Technical Representative and oversee the day-to-day activities of the Contractor.

H.9.2 OP has assembled an in-house team of planners to actively guide the planning process and the development of the plan. This scope of services includes key inputs into the Contractor tasks that will be provided by OP staff.

H.9.2 Review and approve all deliverables.

H.9.3 Provide comments on deliverables.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract resulting from this solicitation. 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

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

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

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

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1 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 submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. 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; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will

be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- I.8.1.1 Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
- I.8.1.2 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1 Million per occurrence limits; \$2 Million per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.8.1.3 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed that it carries \$1 Million per occurrence limits; \$2 Million per aggregate limits; and includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- I.8.1.4 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 the contract. The policy shall cover the operations performed under the contract with a \$1 Million per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- I.8.1.5 Workers' Compensation Insurance.
- I.8.1.5.1 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.
- I.8.1.5.2 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1 Million per accident for injury; \$1 Million per employee for disease; and \$1 Million for policy disease limit.
- I.8.1.6 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2 Million per occurrence, with the District of Columbia as an additional insured.
- I.8.1.7 Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover

liability resulting from any error or omission caused by the performance of professional services under this Contract.

- I.8.1.7.1 The policy shall provide limits of \$1 Million per occurrence for each wrongful act and \$1 Million per aggregate for each wrongful act.
- I.8.1.7.2 The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- I.8.1.8 Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1 Million per occurrence for each wrongful act and \$1 Million per aggregate for each wrongful act.
- I.8.2 DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- I.8.3 CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- I.8.4 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.

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.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Deliveries and Performance (Section F)
- e. Contract Clauses (Section I)

- f. Contract Administration Data (Section G)
- g. Inspection and Acceptance (Section E)
- h. Contract Attachments (Section J) in the order they appear

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS

J.1.1 Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007

J.1.2 Wage Determination No. 2005-2103, Revision No. 08 Dated May 26, 2009

J.1.3 Map

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.*)

J.2.1 Performance Evaluation Form

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

J.2.6 District of Columbia Living Wage Notice

J.2.7 District of Columbia Living Wage Fact Sheet

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and *four (4)* copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *DCBD-2009-R-4968- Voluntary Carbon Reduction Program Study*".

(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 delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

The Contractor's Technical Proposal shall include at a minimum the following;

L.2.1 Technical Approach and Methodology

L.2.1.1 Narrative description of an Offeror's understanding of the objectives of the project, the District's requirements, and how the project relates to the objectives of the Office of Planning. Responses should reflect an understanding of planning, sustainability issues and carbon offsets and reduction programs, including local, national and international trends.

L.2.1.2 Narrative describing the approach to meeting the requirements outlined in Scope of Services that demonstrates the Offeror's ability to provide the required services and deliverables. The Offeror should describe its approach to working with the District to meet

the project goals. Responses should draw upon past experience, industry standards, and best practices in the project approach.

- L.2.1.3 Narrative describing the Offeror's proposed staffing plan and staffing pattern to fulfill the required services described the Scope of Services. Sample project milestone chart or Gantt reflecting the requirements of the Scope of Services to be submitted.

L.2.2 Past Performance & Experience

- L.2.2.1 Demonstration of performance on project of similar size and scope especially with regard to developing a carbon offset or reduction program. Special focus shall be on demonstrating experience in successfully addressing legislative and regulatory challenges to implementing carbon offset or reduction programs.
- L.2.2.2 Narrative description of the qualifications of the team members, including the team leader or principal and all proposed subcontractors. Demonstrated experience completed projects of similar size and scope. The narrative shall provide details of the Offeror's lessons learned and resulting actions that led to improved and successfully completed contract requirements. The narrative shall also describe any challenges the Offeror faced in meeting the service delivery requirements and how the challenges were overcome.
- L.2.2.3 Readability and clarity of written or graphic material prepared by the Offeror and by the team leader. (Please submit a sample written and/or graphic material.)

L.2.3 Price Proposal

- L.2.3.1 Completed Section 1 Price Schedule
- L.2.3.2 Completed Cost/Price Certification (Attachment J.2.5)

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

L.3.1 Proposal Submission

Proposals must be submitted no later than **September 4, 2009 @ 2:00 PM**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **September 3, 2009 4:00 P.M** prior to the closing date and time indicated for this solicitation. The District shall make the responses publically available promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, James Marshall, Office of Contracting and Procurement, 441 4th Street, NW, Suite 700 South, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 RESERVED

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 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in

writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

James H. Marshall, Contracting Officer
441 4th Street, NW, #700 South
Washington, DC 20001
Telephone: (202) 724-4197
E-mail Address: Jim.marshall@dc.gov

And

Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, DC 20001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent

to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

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

The Technical Rating Scale is as follows:

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

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

M.3 EVALUATION STANDARDS

M.3.1 In accordance with M.1 the District will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.3.2 Technical Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:

M.3.1.1 Past Performance and Experience

The standard is met when the offeror provides the information requested in L.2.2.

M.3.1.2 Technical Approach and Methodology

The standard is met when the offeror provides the information requested in L.2.1.

M. 4 EVALUATION CRITERIA

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

EVALUATION FACTORS 0 – 100 POINTS	
EVALUATION FACTOR	POINT VALUE
Technical Approach and Methodology	0 - 30
Past Performance and Experience	0 - 50
Price	0 - 20

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) = \text{Evaluated Price Score}$$

Certified Business Enterprise preference 12 Points

TOTAL: 112 Points

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:

M.5 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.6 CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS OR OPEN MARKET WITH SET-ASIDE

M.6.1 Preferences for Subcontracting in Open Market solicitations with No LBE, DBE, RBO Subcontracting Set Aside

M.6.1.1 The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the Prime Contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the Prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally 50 in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

M.6.1.2 If a non-certified Prime Contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

M.6.1.3 The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving

the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a sub-contracting level for that particular preference.

- M.6.1.4 However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.7.1** 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.7.2** 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.