

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Vibrant Retail Streets project	Page of Pages 1   31		
2. Contract Number	3. Solicitation Number DCBD-2010-R-0585	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 9/2/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001		8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001			

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street Northwest, Suite 703 South Washington, DC 20001 until 2:00 PM local time 23-Sep-10 (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Chris Yi	B. Telephone			C. E-mail Address <a href="mailto:chris.yi@dc.gov">chris.yi@dc.gov</a>
		(Area Code) 202	(Number) 724-5069	(Ext)	

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) Kenneth Hayslette Contracting Officer	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



**Government of the District of Columbia**

**Office of Contracting & Procurement**

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

- B.1** The Washington, DC Office of Planning (“OP”) seeks a Contractor (“consultant team”) to provide Retail Market Analysis/Strategy, Urban Planning and Land Use consulting assistance, technical expertise, and planning services.
  - B.1.1** The Vibrant Retail Streets study will provide a menu of approaches that the public and private sectors can use to support more successful commercial districts in Washington, DC. Results from the study may also inform city-wide policy decisions and economic development strategies.
  - B.1.2** Specifically, the study shall result in (1) an assessment of tools for managing successful commercial districts, and development of a toolkit that could be applied to DC commercial districts; 2) review of retail demand metrics that inform retail demand, location mix and format, including understanding what retailers need to ‘make the numbers work’; and 3) identification of short, medium and long term actions that can be implemented/piloted in DC.
- B.2** The District contemplates award of a Firm Fixed price contract.

**B.3** [PRICE SCHEDULE](#)

**B.3.1** Base Year

<b>Contract Line Item Number (CLIN)</b>	<b>Item Description</b>	<b>Price</b>
0001	Generate an assessment of Vibrant Retail Streets, as described in Section C.	\$ _____

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

C.1.1 OP seeks a highly-innovative and experienced retail market analysis/strategy contractor to generate a toolkit of approaches that commercial districts can use in creating and managing successful commercial districts, as described further below.

C.1.2 The Contractor shall provide:

- a. Existing Conditions Diagnostic of key retail issues and opportunities in DC.
- b. Best Practices Assessment of Successful Commercial Corridor Management.
- c. Metrics Assessment of relevant new/revised metrics that the retail industry should take into account when evaluating site feasibility.
- d. Implementation assessment of how findings from the best practices and metric assessment can support vibrant retail streets in DC.
- e. Final report.

**C.2 APPLICABLE DOCUMENTS**

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Version</b>
1	Plan	The Comprehensive Plan for the National Capital. Plan is available at <a href="http://planning.dc.gov">planning.dc.gov</a>	2007
2	Technical Study	Retail Action Strategy. Final reports are available at <a href="http://planning.dc.gov">planning.dc.gov</a>	2010
3	In progress law	Zoning Update. Information made available at <a href="http://planning.dc.gov">planning.dc.gov</a> and from OP	current
4	Initiative	Great Streets. Information on initiative is available at <a href="http://dcbiz.dc.gov/dmped/">http://dcbiz.dc.gov/dmped/</a>	current
5	Technical Study	Creative DC Action Agenda. Final report is available at <a href="http://planning.dc.gov">planning.dc.gov</a> .	2010
6	Initiative	Neighborhood Investment Fund. Information on initiative is available at <a href="http://dcbiz.dc.gov/dmped/">http://dcbiz.dc.gov/dmped/</a> Plans are available at <a href="http://planning.dc.gov">planning.dc.gov</a>	current
7	Initiative	Actionomics[dc]. Information is available at <a href="http://planning.dc.gov">planning.dc.gov</a> and from OP.	current

**C.3 DEFINITIONS**

These terms when used in this RFP have the following meanings:

- C.3.1 Existing conditions diagnostic:** a targeted review of key retail issues and opportunities in DC, including retail mix, vacancy, development costs, small and local retail promotion, and issues specific to food establishment-heavy areas such as parking management and safety. The diagnostic may entail document review as well as interviews with key stakeholders. The diagnostic should be drafted for public consumption and should be easily understandable to a variety of audiences.
- C.3.2 Best Practices assessment:** assessment should be an in-depth review of select best practices. The Contractor shall conduct web and telephone research in order to obtain and validate best practice information. The assessment should be drafted for public consumption and should be easily understandable to a variety of audiences. Visual tools such as matrices and text boxes are encouraged in order to convey information in a compelling way.
- C.3.3 Metrics Assessment:** review of relevant new /revised metrics that the retail industry should take into account when reviewing site and operating feasibility. The assessment may entail document review as well as interviews with key stakeholders. The assessment can be presented in a table format.
- C.3.4 Implementation assessment:** a detailed written list of tasks, policies, programs, implementing agencies and deadlines for implementation. The assessment may entail document review as well as interviews with key stakeholders. The assessment should be drafted for public consumption and should be easily understandable to a variety of audiences.
- C.3.5 Final Report:** a final summary report that incorporates key findings from the best practices and metrics assessment, and conveys the implementation approach.
- C.3.6 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. Consultants 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. Consultants are responsible for printing 5

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.4 BACKGROUND**

- C.4.1.1.** Despite the economic downturn and the challenges it presents to the retail sector in particular, cities have a unique opportunity to reposition themselves as centers of retail activity. This opportunity is tied to in-built advantages, such as transit infrastructure, pedestrian access and income density.
- C.4.1.2.** Over the last decade, DC's retail offerings have evolved and commercial districts have become more vibrant. However, some key issues persist; DC is under-retailed at 8.7 sq ft of retail per capita compared to a national average of 20 sq ft per capita, and the need for an improved mix of retail (in terms of type, format and offerings) in many neighborhoods persists. Part of the issue stems from traditional retail metrics and analysis tending to favor suburban areas over urban areas. The city continues to leak \$1 billion just from residents spending in other jurisdictions, and DC is not capitalizing fully on demand from residents, worker (daily influx of 400,000) and visitors (more than 16 million annually).
- C.4.1.3.** Moreover, vibrancy in some commercial districts—particularly those that have many food establishments—is also associated with issues such as traffic, parking and noise. Food establishments can also pay higher rents, given the higher sales per square foot they generate, and this often crowds out other needed local services, such as hardware stores, dry cleaning, bookstores and coffee shops, resulting in an unbalanced retail mix. Similarly, national credit tenants often have an advantage over local and unique businesses in terms of having access to capital and the ability to pay higher rent levels.
- C.4.1.4.** Achieving a vibrant commercial district is an ongoing challenge. However, there are tools available that can support successful retail streets, such as strategic approaches to ownership/management, merchant and/or neighborhood associations, transit and pedestrian access, parking management, security and safety measures, merchandising strategies, temporary and seasonal markets, and funding mechanisms.
- C.4.1.5.** In addition, new approaches towards analysis of retail demand, format, mix and development can be modeled that better take into account urban characteristics and assets.

### **C.4.2 Project Purpose**

- C.4.2.1** Through this Study, the District seeks to examine approaches that will lead to successful and vibrant retail streets, focusing on management tools as well as key metrics that inform retail analysis.
- C.4.2.2** Specifically, OP seeks to achieve the following goals:
  - a. Assessment of tools for managing successful commercial districts, and development of a toolkit that could be applied to DC commercial districts

- b. Review of retail demand metrics that inform retail demand, location mix and format, including understanding what retailers need to ‘make the numbers work’
- c. Identification of short, medium and long term actions (particularly those that are not zoning-related) that can be implemented/piloted in DC

C.4.2.3 The Study is also intended to support the following longer term outputs:

- a. Vibrant and successful retail streets
- b. Improved retail mix and promotion of small and local retail
- c. Enhanced local partnerships that support improved retail
- d. Improved leveraging of investments in transit and other infrastructure
- e. Increased retail sales, employment, and revenue

### **C.4.3 Planning and Economic Development Context**

C.4.3.1 There are several plans and economic development initiatives the Contractor should be familiar with in approaching the project, including but not limited to (most are available online):

#### **C.4.3.1.1 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 Economic Development Element as well as other Elements and the Generalized Policy and Future Land Use Maps should be used as a guide for commercial development and revitalization.

#### **C.4.3.1.2 Retail Action Strategy:**

The Retail Action Strategy (RAS) was the first ever citywide assessment of the District’s retail potential. It examined ways to strengthen the city’s retail base at both the citywide and local scale, to promote vibrant commercial districts with a broad range of retail businesses in all neighborhoods, and to create expanded opportunities for small and local retailers. The study focused in on commercial areas that are not meeting the full range of needs of nearby residents as well as they could, and that have been unsuccessful in sustaining or attracting viable retail concentrations due to real or perceived market weakness. In total, 20 submarkets/neighborhood commercial districts, spread across all eight wards were selected for analysis. The strategy builds upon and supports other public efforts, such as neighborhood and revitalization plans and the DC Great Streets Initiative, and is intended to help guide public and private investment.

C.4.3.1.3 Great Streets

The Great Streets Initiative is a multi-year, multiple-agency effort to transform nine under-invested corridors into thriving and inviting neighborhood centers using public actions and tools as needed to leverage private investment. More than \$200 million is being invested in new mixed use development projects, storefront improvements, and transportation, streetscape, and transit improvements along these corridors.

C.4.3.1.4 Zoning Update

The Office of Planning is leading a multi-year public effort to review and revise the District's zoning regulations. Review of the DC Zoning Regulations has been divided into 20 subject areas, such as retail, commercial corridors, and arts and culture. Each subject area is reviewed separately by a public working group that then makes recommended changes to the Regulations. After working group review, recommendations for each subject area will be reviewed by the Zoning Review Taskforce and then forwarded on to the Zoning Commission for a public hearing.

C.4.3.1.5 NIF

The Neighborhood Investment Fund (NIF) is an annual, non-lapsing fund to finance economic development and neighborhood revitalization in 12 targeted areas of the District. The fund is capitalized by an annual contribution of 15 percent of the personal property tax, not to exceed \$10 million. Target Area Project Grants fund initiatives that will revitalize target areas by strengthening economic development opportunities and improving quality of life. Project categories for grants include small business technical assistance and vocational job training.

C.4.3.1.6 Creative DC Action Agenda

The Creative DC Action Agenda outlines, for the first time, a strategy to strengthen the District's creative economy. This sector includes design and the building arts, film and video, media and communications, museums and heritage, visual and performing arts, and culinary arts. The Action Agenda examines ways to support creative employment and business opportunities, to promote revitalization and enlivening of underserved areas through arts and creative uses, and to better utilize and connect the District's creative economy assets and support systems (such as education and workforce development).

C.4.3.1.7 Actionomics[dc]

Actionomics is a citywide economic development initiative that builds on DC's emerging strengths and targets key opportunities across the creative, green, technology, non-profit, education and technology sectors that will help transform the city. The initiative encourages the private, non-profit and public sectors to identify immediate projects and to leverage the right resources, assets and partnerships needed to move these projects forward and support business development, job creation and neighborhood revitalization.

## **C.5 REQUIREMENTS**

Contractor shall perform outlined below. The Study should 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, as discussed above. It is expected that the Team shall complete each of the following tasks and deliverables:

### **C.5.1. TASK 1: Develop an existing conditions diagnostic**

- C.5.1.1** Conduct a strategic review of key retail issues and opportunities in DC, including retail mix, vacancy, development costs, small and local retail promotion, and issues specific to food establishment-heavy areas such as parking and safety.

As part of the diagnostic, the Contractor shall review relevant studies such as OP's Retail Action Strategy and Zoning Update. The Contractor shall need to obtain updated data on key metrics, such as development costs and vacancy in DC and select neighborhoods. Field visits shall also need to be conducted to independently assess existing conditions and issues in commercial areas. The Contractor should include a review of issues in the following commercial districts: Cleveland Park, 14th Street/Logan Circle, Barracks Row, and 17th Street-Dupont Circle.

- C.5.1.2** Develop a summary presentation for Task 1 that shall be presented to OP (*deliverable*). The diagnostic is intended to inform the best practices and metrics assessment, and shall be incorporated into the Final Report (see Task 5).

#### **C.5.1.3 Inputs from OP**

- a. Relevant planning studies
- b. Input and guidance on key issues
- c. Review and feedback on diagnostic

### **C.5.2. TASK 2: Targeted Best Practices Assessment of Successful Commercial Corridor Management, including in other jurisdictions**

- C.5.2.1.** Conduct a targeted best practices assessment of tools that are used to manage successful and vibrant commercial corridors. The Contractor should select best practice case studies that directly relate to the key retail issues and opportunities in DC identified under Task 1's diagnostic.
- C.5.2.2.** Review best practices in at least five commercial districts regionally, nationally, and internationally (if applicable). Best practice tools could include types of ownership/management (e.g. single ownership such as Bethesda Row), merchant and / or neighborhood associations, transit and pedestrian access, parking management, security and safety measures, retail mix and merchandising strategies, temporary and seasonal markets, funding mechanisms and tax incentives.

Contractor shall also review relevant research on tools for managing commercial districts that are entertainment- and food establishment-heavy (e.g. research conducted by Responsible

Hospitality Institute), as well as research on complimentary activities such as creative and green uses (e.g. OP's Creative DC Action Agenda and Actionomics initiative).

**C.5.2.3.** Provide an assessment of best practices that summarizes research in an easily digestible and compelling way (*deliverable*). Consultant should expect feedback from OP on the draft and then incorporate that feedback into the assessment. The assessment shall also be developed in way that it can be integrated into the Final Report (see Task 5).

**C.5.2.4. Inputs from OP**

- a. Input and guidance relevant best practice commercial districts and tools
- b. Review and feedback on assessment

**C.5.3. TASK 3: Metrics Assessment of relevant new /revised metrics that the retail industry should take into account when reviewing site feasibility**

**C.5.3.1.** Drawing on the findings of Task 2's best practice assessment, the Contractor shall explore new and improved approaches to retail demand analysis and metrics that could be applied in DC, and shall investigate retail feasibility ('making the numbers work') such as development costs and other factors.

**C.5.3.2.** As part of the assessment, the Contractor shall review approaches that fully take into account demand from worker and visitor spending (e.g. using retail in San Francisco, New York, London as case studies) as well as resident income density, and shall make recommendations for how enhanced metrics could be applied to DC.

**C.5.3.3.** The Contractor shall also explore what retailers need to "make the numbers work" such as development costs, rent-to-sales ratios. The analysis shall include "making the numbers work" for small and local retail, include select case studies, and make recommendations around any new/additional metrics that should be taken into account. Related to this, the Contractor shall understand the impact of successful mixed use strategies, such as expanding the consumer base to include workers as well as residents who can support daytime and nighttime retail.

**C.5.3.4.** Provide an assessment that identifies the appropriate metrics and multipliers that the retail industry should take into account when evaluating the feasibility of urban sites, such as worker and visitor demand, and how retailers can make the numbers work (*deliverable*). Assessment shall include select case studies. Contractor shall expect feedback from OP on draft that shall need to be incorporated. The assessment should also be developed in way that it can be integrated into the Final Report (Task 5).

**C.5.3.5 Inputs from OP**

- a. Input and guidance on metrics
- b. Assist with coordination and integration of information from any related studies
- c. Review and feedback on assessment

**C.5.4. TASK 4: Implementation assessment of how findings from the best practices and metric assessment can support vibrant retail streets**

- C.5.4.1 Recommend an implementation approach that takes into account findings and analysis from previous tasks. Specifically, the Contractor shall outline the key characteristics of successful commercial corridors and recommend the appropriate tools or tool kit for management of these corridors, and in particular, entertainment-restaurant heavy districts (including, but not limited to, Cleveland Park, Mount Pleasant, Barracks Row, and 17th Street-Dupont Circle).
- C.5.4.2 Contractor shall also recommend metrics that should be taken into account in determining retail mix, demand, location and development. As part of this, Contractor shall provide recommendations for promotion of small and local retail and related cultural uses, especially as part of a destination retail cluster (e.g. the home goods furnishing, fashion, and arts cluster in the 14<sup>th</sup> and U Street corridors).
- C.5.4.3 Contractor shall develop a list of prioritized tools and actions that incorporates: a screening of “low hanging fruit” versus medium and longer term actions; a review of resources such as existing programs/tools that can be leveraged; organizations; and timing for implementation.
- C.5.4.4 Contractor shall provide an assessment that includes the toolkit for successful commercial district management; the recommended metrics for determining retail demand, mix, and development; and the list of prioritized tools and actions (*deliverable*). Contractor shall expect feedback from OP on the draft that shall need to be incorporated. The assessment should also be developed in way that it can be integrated into the Final Report (Task 5).
- C.5.4.5 **Inputs from OP**
  - a. Input and guidance on toolkit, metrics and prioritization of actions
  - b. Review and feedback on assessment

**C.5.5 TASK 5: Produce a draft and final Report**

- C.5.5.1 Contractor shall produce a summary report that includes information from deliverables developed under Tasks 1 – 4 (*deliverable*). The report should include graphics and images as appropriate to support findings and recommendations, and should be laid out in a visually interesting way.
- C.5.5.2 Contractor shall develop and present the draft report to OP for review and feedback. Incorporate at least three rounds of review from OP.
- C.5.5.3 Based on OP comments, the Contractor shall prepare a Final Summary Report that reflects the changes and feedback agreed on with OP. Contractor shall provide electronic version and 30 hard copies (*deliverable*).
- C.5.5.4 **Inputs from OP**
  - a. Review and feedback on draft report

**C.5.6. TASK 6: Project Management and Meetings**

- C.5.6.1.** The Contractor shall have in place a project management system that promotes quality review by the Contractor of all products and deliverables.
- 2.5.6.2.** Participate in bi-weekly project management calls, and up to five (5) in-person meetings with OP to discuss administrative and project-related issues.
- 2.5.6.3.** Conduct senior review of all products and deliverables prior to submitting to client.
- 2.5.6.4. Inputs from OP**
  - a. Project management coordination and oversight

DCBD-2010-R-0585  
Vibrant Retail Streets project

**SECTION D: PACKAGING AND MARKING**

*Not Applicable to this solicitation*

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number *six (6), Inspection of Services* of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of nine (9) months from date of award specified on the cover page of this contract.

**F.2 DELIVERABLES**

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

<b>No.</b>	<b>TASK</b>	<b>Deliverable</b>	<b>Qty/ Format/ Method of Delivery</b>	<b>Due Date</b>
1	Task 1 C.5.1.2.	Existing Conditions Diagnostic presentation	1 Electronic	4 weeks from award of Purchase Order
2	Task 2 C.5.2.3.	Targeted Best Practices assessment	1 Electronic	8 weeks from award of Purchase Order
3	Task 3 C.5.3.4.	Metrics Assessment	1 Electronic	12 weeks from award of Purchase Order
4	Task 4 C.5.4.4.	Implementation Assessment	1 Electronic	16 weeks from award of Purchase Order
5	Task 5 C.5.5.1.	Draft Final Report	1 Electronic	24 weeks from award of Purchase order
6	Task 5 C.5.5.3.	Final Report	1 Electronic and 30 hard copies	36 weeks from award of Purchase order

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

### **G.2 INVOICE SUBMITTAL**

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

[Office of Planning](#)  
1100 4<sup>th</sup> Street, SW, Suite E650  
[Washington, DC 20024](#)  
[202-442-7600](#)

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

### **G.3 PAYMENT**

- G.3.1** 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.3.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.
- G.3.3** The Contractor shall invoice monthly based upon the tasks completed to date throughout the contract period.

### **G.4 CONTRACTING OFFICER (CO)**

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

Kenneth Hayslette  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-727-0252  
[kenneth.hayslette@dc.gov](mailto:kenneth.hayslette@dc.gov)

### **G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.5.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.5.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

### **G.6 CONTRACT ADMINISTRATOR (CA)**

- G.6.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.6.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.6.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.6.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.6.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.6.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.6.2** The address and telephone number of the CA is:

Sakina Khan  
Senior Economic Planner  
Office of Planning  
1100 4th Street SW, Suite E650  
Washington, DC 20024  
Telephone: (202) 442-7600

**G.6.3** The CA shall NOT have the authority to:

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

**G.6.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. [2005-2103 Revision No. 10](#), dated [June 15, 2010](#), issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.2 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO 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.3 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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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.4 DISTRICT RESPONSIBILITIES**

**H.4.1 Client Information.** The client group for the project is OP. Other District agencies and community stakeholders, as appropriate will also be included as key advisors. The final documents will be made publicly-available, and should be written for a variety of stakeholders—including business owners, public officials, developers, residents, and community groups, among others.

**H.4.2 IMPORTANT NOTE:** 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. The Contractor shall work collaboratively with OP on the development of all tasks and deliverables. OP will review and approve all deliverables.

H.4.3 There will be a lead planner from OP who will serve as the Contract Administrator (CA) and manage the day-to-day activities of the consultant.

## **H.5 CONTRACTOR RESPONSIBILITIES**

**H.5** OP seeks a Contractor that can provide expertise in retail market analysis and strategy. The Contractor shall offer best practice knowledge from other studies that it has conducted. However, Contractor shall develop strategies and recommendations to meet the unique conditions of DC.

H.5.2 The Contractor shall provide management of sub contractor(s) and shall ensure that work is completed in a timely manner and to the highest quality standards. The Contractor shall monitor the performance of its staff, review work for technical accuracy and completeness, and ensure that deliverables are completed on time and within budget. Contractor's senior staff shall review and approve of final deliverables prior to submission to the District. The Contractor shall also advise OP on Contractor process, timeline, and staffing issues. Contractor shall keep OP apprised of ongoing work via conference calls, emails, and written reports.

H.5.3 The Contractor is expected to ensure that deliverables due at the end of each task are constructed in clear and concise narrative formats, PowerPoint presentations, and graphics, as appropriate. OP will provide feedback on draft deliverables at each milestone of project completion, and the Contractor shall ensure that OP feedback is incorporated to generate final deliverables completed at the end of each task.

## **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. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

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

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

**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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 ORDER OF PRECEDENCE**

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

### **ORDER OF PRECEDENCE**

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

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

## **I.9 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference except J.2.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination 2005-2103 Revision No. 10, dated June 15, 2010 (Attachment to the RFP and Contract)

**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).

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**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 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

- No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.
- The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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**K.4 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 of the offeror 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:  
  

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***(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.

## **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 whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award a contract 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, one electric copy on compact disk, 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-2010-R-0585 and name of offeror**".

#### **L.2.1 Technical Proposal**

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

##### **L.2.1.1 Technical Approach and Methodology**

- a. 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 and sustainability issues and trends globally, in the Country and in the District of Columbia in particular.
- b. 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.
- c. 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.2.1.2 Past Performance & Experience

- a. Demonstration of performance on project of similar size and scope especially with regard to sustainability, indicators and data collection, participatory planning.
- b. 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.
- c. 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.2.1.3 Price Proposal

The Contractor's Price Proposal shall include the following:

- a. Completed Section B Price Schedule
- b. Cost Breakdown

### 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 23, 2010 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 CO 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.4 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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

## **L.5 GENERAL STANDARDS OF RESPONSIBILITY**

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

- L.5.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.5.2** 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.5.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.5.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.5.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.5.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.5.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.5.8** If the prospective contractor fails to supply the information requested, the CO 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 CO 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**

**M.2.1** The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for

the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

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

**M.3.1 TECHNICAL CRITERIA ( 80 Points Maximum)**

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

**M.3.2 PRICE CRITERION ( 20 Points Maximum)**

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

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

**M.3.3 PREFERENCE POINTS (12 Points Maximum)**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.3.3 TOTAL POINTS (112 Points Maximum)**

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