


<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Poplar Point Owner's Representative		Page of Pages 1   49			
2. Contract Number	3. Solicitation Number DCEB-2023-R-0003	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (R) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreement <input type="checkbox"/> Emergency	5. Date Issued May 15, 2023	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement, and Grants 1015 Half Street, S.E., Suite 675 Washington, DC 20003		8. Address Offer to: Office of the Deputy Mayor for Planning and Economic Development Real Estate Department 1350 Pennsylvania Avenue, NW, Suite 317 Washington, DC 20004					
NOTE: If sealed bid solicitations offer and offeror means bid and bidder							
<b>SOLICITATION</b>							
9. Sealed offers in origin <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if bid counter locat: See Section L.2 - For Electronic Submission Requirements until <u>2:00 PM</u> local time <u>June 6, 2023</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms &							
10. For Information Contact	A. Name Juva J. Hepburn, Contract Specialist	B. Telephone (Area Code) 202 (Number) 724-7298 (Ext)		C. E-mail Address <a href="mailto:juva.hepburn@dc.gov">juva.hepburn@dc.gov</a>			
11. Table of Contents							
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12. In compliance with the above, the undersigned agrees, if this offer is <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		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		15B. Telephone (Area Code) (Number) (Ext)			15C. Check if remittance address is different from above - Refer to Section G		
					16. Name and Title of Person Authorized to Sign Offer/Contract Dr. Jacque McDonald Director Contracts, Procurements, and Grants 1015 Half Street, SE, Suite 675 Washington, DC 20003		
					17. Signature		18. Offer Date
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) Dr. Jacque McDonald, DBA, MBA, MST, NIGP-CPP, CPPO, CPPB		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
Government of the District of Columbia		 Office of the Deputy Mayor for Planning and Economic Development					

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

**B.1** The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED) has a requirement for a highly qualified firm (“Contractor”) to provide owner’s representative services, real estate advisory services, land use planning, and construction and development management services to support the planning, design, and redevelopment of Poplar Point.

**B.2** The District contemplates awarding a firm fixed price contract for the requirements stated in the schedule below in accordance with 27 DCMR Chapter 24.

**B.3 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.3.1 BASE YEAR (Date of Award through One Year Thereafter)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
0001	Task 1 - Project Management (C.5.1)	\$ _____
0002	Task 2 – Stakeholder Discussions (C.5.2)	\$ _____
0003	Task 3 – Existing Site Analysis and Relocation Procedures (C.5.3)	\$ _____
0004	Task 4 – Technical Support (C.5.4)	\$ _____
0005	Task 5 – Implementation Roadmap (C.5.5)	\$ _____
<b>Grand Total for B.3.1</b>		\$ _____

**B.3.2 OPTION YEAR ONE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
1001	Task 1 - Project Management (C.5.1)	\$ _____
1002	Task 2 – Stakeholder Discussions (C.5.2)	\$ _____

1003	Task 3 – Existing Site Analysis and Relocation Procedures (C.5.3)	\$ _____
1004	Task 4 – Technical Support (C.5.4)	\$ _____
1005	Task 5 – Implementation Roadmap (C.5.5)	\$ _____
<b>Grand Total for B.3.2</b>		\$ _____

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
2001	Task 1 - Project Management (C.5.1)	\$ _____
2002	Task 2 – Stakeholder Discussions (C.5.2)	\$ _____
2003	Task 3 – Existing Site Analysis and Relocation Procedures (C.5.3)	\$ _____
2004	Task 4 – Technical Support (C.5.4)	\$ _____
2005	Task 5 – Implementation Roadmap (C.5.5)	\$ _____
<b>Grand Total for B.3.3</b>		\$ _____

**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
3001	Task 1 - Project Management (C.5.1)	\$ _____

3002	Task 2 – Stakeholder Discussions (C.5.2)	\$ _____
3003	Task 3 – Existing Site Analysis and Relocation Procedures (C.5.3)	\$ _____
3004	Task 4 – Technical Support (C.5.4)	\$ _____
3005	Task 5 – Implementation Roadmap (C.5.5)	\$ _____
<b>Grand Total for B.3.4</b>		\$ _____

**B.3.5 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
4001	Task 1 - Project Management (C.5.1)	\$ _____
4002	Task 2 – Stakeholder Discussions (C.5.2)	\$ _____
4003	Task 3 – Existing Site Analysis and Relocation Procedures (C.5.3)	\$ _____
4004	Task 4 – Technical Support (C.5.4)	\$ _____
4005	Task 5 – Implementation Roadmap (C.5.5)	\$ _____
<b>Grand Total for B.3.5</b>		\$ _____

**B.4** An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

**B.5** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

**C.1.1** The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED) has a requirement for a highly qualified firm (“Contractor”) to provide owner’s representative services, real estate advisory services, land use planning, and construction and development management services to support the planning, design, and redevelopment of Poplar Point.

**C.1.2** The **Poplar Point Project** is comprised of the steps required to transfer approximately 110 acres (Exhibit A) presently owned by the United States Government and under the administrative jurisdiction of the National Park Service (NPS) to the District of Columbia as stipulated in the Federal and District of Columbia Real Property Act of 2006 (the “Act”). The Project will also include completing requirements as detailed under the National Environmental Policy Act of 1969 (“NEPA”) to aid decision making under Title III of the Act. These steps include the following components:

- Certification by the Secretary of the Interior (acting through the Director) of a land-use plan for Poplar Point. The land-use plan shall be consistent to the greatest extent practicable with the 2003 Anacostia Waterfront Framework Plan (“AWFP”) referred to in section 103 of the Anacostia Waterfront Corporation Act of 2004 (sec. 2–1223.03, D.C. Official Code);
- Delineation of not fewer than 70-acres (including wetlands) for a public park;
- Relocation of existing National Park Service facilities and related properties;
- At least two sites within the area designated for park purposes, set aside for the placement of federal memorial sites to be conveyed back to the National Park Service; and
- Completion of an Environmental Impact Study (“EIS”).

The goal of the Project is to prepare **Poplar Point** for redevelopment. Poplar Point is 110-acres bounded by the Anacostia River and 11th Street Bridge to the north, the Anacostia Freeway (Interstate 295) and Suitland Parkway to the south, and the Frederick Douglass Memorial Bridge to the west. Poplar Point currently consists of 60 acres of managed meadows, wetlands, and natural areas, and the NPS National Capital Parks–East Headquarters, US Park Police (USPP) complex and helipad.

Professional services supporting the Project will be assigned by DMPED through individual task orders within the overall FY 2023 not to exceed (“NTE”) budget. The EIS and a comprehensive land use and infrastructural plan, a Master Plan, will be conducted jointly by DMPED and OP through a separate process. The joint EIS and Master Plan will be phased. The first Phase shall include the following pre-planning analysis:

- Neighborhood and community need assessment,
- Market and development opportunity analysis,
- Development scenario alternatives.

The remaining phase will commence in FY 23. Contractor will provide oversight and compliance support.

**Map: Poplar Point Southeast Study Area – Washington DC**



Source: Figure Provided to MACTEC by Anacostia Waterfront Corporation, November 2006

## C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Title	Source – Available for Review
1	Federal and District of Columbia Real Property Act of 2006	<a href="https://www.congress.gov/bill/109th-congress/house-bill/3699">https://www.congress.gov/bill/109th-congress/house-bill/3699</a>
2	2003 Anacostia Waterfront Framework Plan	<a href="https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/202003.pdf">https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/202003.pdf</a>
3	Washington DC Economic Partnership Neighborhood Profiles	<a href="https://wdcep.com/why-dc/neighborhood-profiles/">https://wdcep.com/why-dc/neighborhood-profiles/</a>
4	Zoning Regulations and Map	<b>District of Columbia Zoning Regulations of 2016 (and online interactive map),</b> DC Office of Zoning <a href="https://dcoz.dc.gov/zrr/zr16">https://dcoz.dc.gov/zrr/zr16</a> <a href="https://maps.dcoz.dc.gov/zr16/">https://maps.dcoz.dc.gov/zr16/</a>
5	District Comprehensive Plan	<b>A Comprehensive Plan for the National Capital: District Elements</b> DC Office of Planning <a href="https://lms.dccouncil.us/Legislation/B24-0001">https://lms.dccouncil.us/Legislation/B24-0001</a>

## C.3 DEFINITIONS

**CERCLA** – Comprehensive Environmental Response Compensation and Liability Act.

**District** – Government of the District of Columbia.

**DMPED** – Office of the Deputy Mayor for Planning and Economic Development.

**NEPA** – National Environmental Policy Act.

**Poplar Point** – the area bounded by the Anacostia River and 11th Street Bridge to the north, the Anacostia Freeway (Interstate 295) and Suitland Parkway to the south, and the Frederick Douglass Memorial Bridge to the west as shown on Exhibit A). The NPS National Capital Parks–East Headquarters, US Park Police (USPP) complex and helipad, and 60 acres of managed meadows, wetlands, and natural areas are within the boundaries of this area.

**Poplar Point Project** – the sequence of tasks required to redevelop Poplar Point.

## C.4 BACKGROUND

In 2008, Poplar Point went through a competitive Request for Proposal (“RFP”) process where a developer was chosen. A draft plan proposed a \$2 billion, 6 million square foot development with 3,237

residential units, 1.53 million square feet of office space and 405,000 square feet of retail space. The plan also proposed a deck over I-295 to connect the site to Anacostia, a National Museum of the Environment and a 150,000 square foot International Environmental Center. Due to financial pressures the project did not move forward, but the plan generated provided insight into the potential of the site.

A Draft EIS (“DEIS”) was completed in 2010, but the process ended and a final EIS was never issued.

Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) process is being conducted by DOEE. The process commenced in 2021 and anticipated to conclude with the Remedial Action in 2027. The Remedial Investigation will conclude in Spring 2023.

The District will kick-off the EIS/Master Plan in the upcoming year. The District will create a development plan and concurrent economic development strategy pursuant to the NEPA process, and CERCLA NPS shall convey title for Poplar Point once requirements are met, in preparation for redevelopment of the Project.

In FY 2023, DMPED anticipates the need for owner’s representative services, real estate advisory services, and construction and development management services to support the project including tasks facilitating completion of the EIS and Master Plan.

## **C.5 REQUIREMENTS**

Contractor shall review all documents related to the “Project”, have discussions with core project staff, and take any other measures to fully understand every aspect of the project. The Contractor shall also stay abreast of all relevant changes in the project.

Contractor will support DMPED by providing oversight, review, and compliance required for work pursuant to the Act, NEPA and CERCLA process.

### **C.5.1 Task 1 – Project Management**

The Contractor shall provide a project work plan, including a clear schedule of deliverables and resource allocation, including Tasks and Deliverables completed by any subcontractors. The Contractor shall attend a kick-off meeting with DMPED to determine project goals and expectations for all contract tasks followed by regular check-in meetings on a biweekly basis (every two weeks). The Contractor shall provide monthly status reports of completed milestones and progress toward upcoming deliverables.

**C.5.1.1** The Contractor shall participate in one introductory site visit with DMPED for the project area.

### **C.5.2 Task 2 – Stakeholder Discussions**

**C.5.2.1** The Contractor shall design and attend 10-20 one-hour interviews with stakeholder groups, which DMPED will identify, and take meeting notes at each interview.

**C.5.2.2** The Contractor shall summarize all of the 10-20 interviews and include any follow-up actions in one technical memo and provide it to DMPED.

### **C.5.3 Task 3 – Existing Site Analysis and Relocation Procedures**



- C.5.3.1** The Contractor shall perform or assist DMPED and the National Park Service (“NPS”) solicit a consultant to complete preliminary site analysis work, including:
- the office program and site planning for the new NPS Headquarters and the United States Park Police (“USPP”) facility, and site planning for the Heliport.
  - Generate surveys and plats for Poplar Point
  - Assemble the details of the Existing Site Analysis into a compelling narrative and present it to DMPED in an engaging and interactive digital format intended for the public.

**C.5.4 Task 4 – Technical Support**

**C.5.4.1** The Contractor shall review all existing reports that have been developed related to the Project thus far and self-perform or assist DMPED in soliciting any additional reports that will be prepared for DMPED’s review and approval. Reports and studies may include geotechnical reports, additional environmental assessments, site plans, market studies, neighborhood and community assessments, maintenance of traffic plans, infrastructure plans, master plans and zoning applications, development phasing, schedules, and cost estimates, etc. The Contractor shall draft and present reports as necessary.

**C.5.4.2** The Contractor shall provide technical support assistance to DMPED project managers and management staff on evaluation of development needs, infrastructure improvements, and advise on impacts to infrastructure systems based on various development scenarios developed as part of the EIS and Master Plan process; draft and present reports as necessary

**C.5.5 Task 5 – Implementation Roadmap**

**C.5.5.1** The Contractor shall develop a draft and final Implementation Roadmap that is concise, compelling, and visually engaging and that serves as a call to action with concrete next steps for various public agencies and non-governmental stakeholders to advance transformational change in the Poplar Point Project area. These next steps shall include but are not limited to:

- C.5.5.1.1** A decision tree for federal agencies with jurisdiction over the planning and operations of large institutional properties within the study area that articulates the processes and timelines for potential land use and physical changes;
- C.5.5.1.2** Upcoming planning milestones for campus master plans, federal master plans, transportation policy and planning updates, the District’s Comprehensive Plan update, etc.;
- C.5.5.1.3** Recommendations for how to develop a successful application for a future area reconstruction and other applicable federal infrastructure funding or planning studies to advance strategic goals; and
- C.5.5.1.4** Identify an appropriate governmental or non-governmental entity that holds the institutional relationships together over the long term, with a dedicated funding stream.

**C.5.6 Task 6 – Additional Tasks**

**C.5.6.1** The Contractor shall provide owner’s representative services, real estate advisory services, and construction and development management services to support the Poplar Point project and other District projects. Additional scope will be managed through sperate requests as issued by the District.

**SECTION D: PACKAGING AND MARKING**

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

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

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

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

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

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

### F.3 DELIVERABLES

Deliverables will generally be in the form of exhibits, technical memorandums, reports and supporting documents, including review matrix of comments and resolution of comments for third party report reviews.

The Contractor shall schedule and lead appropriate meetings; draft and/or present reports as outlined in the requirements above.

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

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date
<b>C.5.1 - TASK 1 PROJECT MANAGEMENT</b>				
1.1	Kick-Off Meeting with DMPED Poplar Point team (C.5.1)	One	In-person attendance	Within ten business days after Notice to Proceed (NTP)
1.2	Project Work Plan for Poplar Point (C.5.1)	One	Adobe Acrobat .pdf format	Within one week after NTP
1.3	Participate in one introductory site visit with DMPED in the Poplar Point project area (C.5.2)	One	In-person attendance	Within two weeks after NTP

1.4	Bi-weekly Project Review Meetings for Poplar Point Project (C.5.1)	Up to 26	In-person and/or by conference call	Bi-weekly
1.5	Monthly Status Reports for Poplar Point Project (C.5.1)	Up to 12	Adobe Acrobat .pdf format	Monthly
<b>C.5.2 - TASK 2 STAKEHOLDER DISCUSSIONS</b>				
2.1	Design and attend one-hour stakeholder interviews (C.5.2.1)	10 - 20	In person and/or by virtual meeting platform	Ten weeks after NTP
2.2	Technical memo summarizing all stakeholder discussions and follow-up actions (C.5.2.2)	One	Adobe Acrobat .pdf	Three months after NTP
<b>C.5.3 - TASK 3 EXISTING SITE ANALYSIS AND RELOCATION PROCEDURES</b>				
3.1	Consult National Park Service and US Park Police and draft existing conditions report. (C.5.3.1)	One	Adobe Acrobat .pdf format	Three months after NTP
	Complete program for new facility to house National Park Service Headquarters and US Pak Police training center.	One	Adobe Acrobat .pdf format	Three months after NTP
	Create space plan for headquarters, training facility, and Heliport.	One	Adobe Acrobat .pdf format	Three months after NTP
3.2	Complete Final Site plan (C.5.3.2)	One	Adobe Acrobat .pdf format	Four months after NTP
	Produce site survey for Poplar Point and any other specified sites.	TBD	Adobe Acrobat .pdf format	Three months after NTP
3.3	Interactive digital summary of analysis (C.5.3.3)	One	Designed for website integration	Five to six months after NTP
<b>C.5.4 – TECHNICAL SUPPORT</b>				
4.1	Identify and self-perform or solicit required reports, including geotechnical report, environmental assessments, etc. (C.5.4.1)	TBD	Adobe Acrobat .pdf format	Within two weeks after NTP
4.2	Review Project scope and evaluate development needs (C.5.4.2)	One	Adobe Acrobat .pdf format	Two months after NTP
<b>C.5.5 – IMPLEMENTATION ROADMAP</b>				
5.1	The Contractor shall develop a draft and final Implementation Roadmap that is concise, compelling, and visually engaging and that serves as a call to action with concrete next steps for various public agencies and non-governmental stakeholders to advance transformational change in the Poplar Point Project area next steps (C.5.5.1)	One	In person	TBD
	Recommendations for how to develop a successful application for a future area reconstruction	One	Adobe Acrobat .pdf format	TBD
	Recommendations for how to	Various	Adobe Acrobat .pdf format	TBD

	develop a successful application for a future area reconstruction and other applicable federal infrastructure funding or planning studies to advance strategic goals			
<b>C.5.6 – ADDITIONAL TASKS</b>				
<u>6.1</u>	Provide owner’s representative services, real estate advisory services, and construction and development management services to support the project including additional tasks as assigned by the District (C.5.6.1)	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

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

## **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 create and submit payment requests in an electronic format through the DC Vendor Portal, [vendorportal.dc.gov](http://vendorportal.dc.gov).

**G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

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

**G.2.2.2** Contract number and invoice number;

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

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

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

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

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

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

## **G.4 PAYMENT**

### **G.4.1 PARTIAL PAYMENTS**

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 is in accordance with the following:
  - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

## **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

## **G.6 THE QUICK PAYMENT ACT**

### **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.*, as amended, 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 at least 1.5% 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 the required payment date. The required payment date shall be:

**G.6.1.1.1** The date on which payment is due under the terms of the contract;

**G.6.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

**G.6.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or



- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
- G.6.1.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;
- G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- G.6.1.2.3** 15<sup>th</sup> day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
- G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
- G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% 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 the:
- G.6.2.2.1** 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15<sup>th</sup> day after any other required payment date.
- 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 is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

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

Jacque McDonald, DBA, MBA, MST, NIGP-CPP, CPPO, CPPB  
Director, Contracts, Procurement and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
1015 Half Street SE, Suite 675  
Washington, DC 20003  
Telephone (202) 724-8111  
Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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

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

## **G.9 CONTRACT ADMINSTRATOR (CA)**

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

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

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

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

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

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

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

Whit Smith, Development Manager  
Government of the District of Columbia  
Office of the Deputy Mayor for Planning & Economic Development  
1350 Pennsylvania Ave, NW, Suite 317  
Washington, DC 20004  
Telephone (202) 727-6698  
Email: [whit.smith@dc.gov](mailto:whit.smith@dc.gov)

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

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

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

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 25, dated December 27, 2022, 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 **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS FAIRNESS**

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

**H.3.2** The Contractor shall not:

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

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

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and

**(4) Other applicable service credits;**

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

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

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

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

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

**(a)** New employees at the commencement of employment;

**(b)** Existing employees; and

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

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

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

**H.4 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.4.2** The Contractor shall not:

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

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

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

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

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

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

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

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

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

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

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

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

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

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

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

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

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

**H.6 RESERVED**

**H.7 RESERVED**

**H.8 RESERVED**

**H.9 SUBCONTRACTING REQUIREMENTS**

**H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

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

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

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

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

**H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

## **H.9.2 Subcontracting Plan**

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

Each subcontracting plan shall include the following:

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

## **H.9.3 Copies of Subcontracts**

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

## **H.9.4 Subcontracting Plan Compliance Reporting**

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

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

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

## **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.5.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.



**H.9.5.3** If the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

## **H.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

**H.10.5** This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

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

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

## **H.11 DISTRICT RESPONSIBILITIES**

Reserved

## **H.12 CONTRACTOR RESPONSIBILITIES**

Reserved

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

### **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**

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

#### **A. Definitions**

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

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

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

## **B. Title to Project Deliverables**

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

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

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

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

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

## **D. Subcontractor Rights**

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

## **E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or

through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

#### **F. Indemnification and Limitation of Liability**

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

### **I.6 OTHER CONTRACTORS**

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

### **I.7 SUBCONTRACTS**

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

### **I.8 INSURANCE**

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

## B. **INSURANCE REQUIREMENTS**

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The contractor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

DMPED should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by paragraphs 1, 2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And emailed to the attention of:**

**[jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov) and [shirley.etwaroo2@dc.gov](mailto:shirley.etwaroo2@dc.gov)**

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

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

## **I.10 ORDER OF PRECEDENCE**

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

### **ORDER OF PRECEDENCE**

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

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

## I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes, in its place:

### 14. Disputes

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;



- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
- (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
  - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
  - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes in its place:

### **15. Changes:**

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
  - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
  - (2) Obtains a certification of funding to pay for the additional work;
  - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
  - (4) Provides the Contractor with written notice of the funding certification.

- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
  - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
  - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

### **I.13 NON-DISCRIMINATION CLAUSE**

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

#### **19. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
  - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
    - (a) employment, upgrading or transfer;
    - (b) recruitment, or recruitment advertising;

- (c) demotion, layoff or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

#### **I.14 COST AND PRICING DATA**

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

#### **SECTION J: ATTACHMENTS**

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 25, December 27, 2022
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement (If applicable) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice 2023 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2023 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.8	Subcontracting Plan Form (If required by law) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.9	First Source Initial Employment Plan (If contract is \$300,000 or more) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.10	Contractor Experience Questionnaire Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , click on “OCP Solicitations” then click on “Required Solicitation Documents”
J.11	Past Performance Evaluation Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “OCP Solicitations” then click on Required Solicitation Documents”

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

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,  
under Quick Links click on “Required Solicitation Documents”

## 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 SELECTION OF NEGOTIATION PROCESS

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

### L.2 PROPOSAL ORGANIZATION AND CONTENT

**L.2.1** This solicitation will be conducted electronically via email to [juva.hepburn@dc.gov](mailto:juva.hepburn@dc.gov). To be considered, an offeror must submit the required attachments via email to [juva.hepburn@dc.gov](mailto:juva.hepburn@dc.gov) with the subject line: **"Proposal in Response to Solicitation No. DCEB-2023-R-0003 – Poplar Point Owners Representative Services"** before **2:00PM local time, Tuesday, June 6, 2023**. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

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

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

**L.2.4** The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

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

#### L.2.6 Section 1 - Executive Summary Knowledge and Experience

The Offeror shall describe its organization's experience with multidisciplinary coordination efforts and planning services for the development of public realm plans; with planning processes centered around topics of urban design, land use, housing, economic development, placemaking, transportation, and sustainability. Offeror shall demonstrate its knowledge with applying a racial equity lens to planning processes, policy recommendations, and community engagement; and demonstrate its experience with the engagement of government agencies and community stakeholders including residents, businesses, property owners, civic organizations, advocacy groups, and elected officials. Offeror shall also describe its ability to lead and facilitate multi-day community design charrettes, including strategic communications across an array of traditional and digital platforms aimed at diverse audiences.

#### **L.2.6.1 Section 2 – Qualifications of Key Personnel**

**L.2.6.1.1** The Offeror shall provide the identity and describe the qualifications of key personnel, team members, and subcontractors to be involved with this project, including their project assignments and the extent of their participation. The offeror should describe its key personnel and project teams and those of its subcontractors, demonstrating their capability and experience. The offeror should include resumes of all assigned personnel as attachments to the proposal.

#### **L.2.7 Section 3 – Technical Approach:**

Offeror shall provide a narrative description of no more than 8 pages of its project approach, including Offeror's understanding of the goals of the project; and Offeror's project approach to fulfill the requirements outlined in the Scope of Work, including proposed staffing plan and staffing pattern, and anticipated data sources with rationale that demonstrates the Offeror's ability to provide the required services and deliverables. Proposal should describe Offeror's approach to working with the District to meet the project goals, highlighting experience incorporating a racial equity lens to analytical and technical deliverables.

#### **L.2.8 Section 4 – Past Performance on Similar Projects:**

**L.2.8.1** Offeror shall provide, with proposal, the completed Experience Questionnaire (Attachment J.10) listing all contracts (minimum three), including ongoing contracts, in which the Offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in Section C.5; and

**L.2.8.2** Offeror shall provide a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), and that are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form (Attachment J.11).

**L.2.9** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.2.10** The District will reject any offer that fails to include a subcontracting plan that is required by law.

**L.2.11** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.2.12** The District will reject any offer that fails to include a subcontracting plan that is required by law.



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

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

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

#### **L.4.1 Proposal Submission**

##### **L.4.1.1 Proposals must be submitted no later than 2:00 PM local time Tuesday, June 6, 2023, via email to the attention of Juva J. Hepburn at [juva.hepburn@dc.gov](mailto:juva.hepburn@dc.gov)**

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:

#### **L.4.2 Withdrawal or Modification of Proposals**

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

#### **L.4.3 Late Proposals**

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

#### **L.4.4 Late Modifications**

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

##### **L.4.5 It is solely the offeror's responsibility to ensure that it begins the email submission process in sufficient time to get the attachments transmitted before the closing time. You may use Microsoft Edge, Mozilla Firefox (esr 17 or esr 24), Safari (4 or 5), Mobile Safari (6 or 7), or Google Chrome 26 to upload the attachments.**

### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email to **Juva J. Hepburn, Contract Specialist at [juva.hepburn@dc.gov](mailto:juva.hepburn@dc.gov)**. The prospective offeror should submit questions no later than **Thursday, May 25, 2023, at 2 pm**. The District may

not consider any questions received after the date and time specified. The District will furnish responses via email accordingly. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

## **L.7 PROPOSALS WITH OPTION YEARS**

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

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

## **L.9 UNNECESSARILY ELABORATE PROPOSALS**

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

## **L.10 RETENTION OF PROPOSALS**

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

### **L.11 PROPOSAL COSTS**

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

### **L.12 CERTIFICATES OF INSURANCE**

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

The Government of the District of Columbia

And emailed to the attention of:

[jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov) and [shirley.etwaroo2@dc.gov](mailto:shirley.etwaroo2@dc.gov)

*Re: Contract Number*

### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

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

### **L.14 BEST AND FINAL OFFERS**

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

### **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.16 FAMILIARIZATION WITH CONDITIONS**

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

## **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available

information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

**L.18 KEY PERSONNEL**

**L.18.1** The District considers the following positions to be key personnel for this contract: [Project Principal and Project Manager(s)].

**L.18.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. If requested, the offeror shall make available the hours that each will devote to the contract.

## 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**

**Description:** These factors consider the Offeror’s past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices and overall satisfaction with the Offeror’s performance. Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA (75 Points Maximum)**

##### **M.3.1.1 Knowledge and Experience (0 – 20 points)**

**M.3.1.1.1** This evaluation factor considers the respondents specific expertise related to owner’s representative services and related services in similar projects within the past five (5) years. **(10 points)**

Respondent must display experience:

- with managing similar sized projects,
- with managing projects with a similar level of complexity,
- interfacing with DMPED and other agencies,
- with Master Planning and Environmental Impact Studies
- overseeing the design and programming of an office building and training facility and site planning. Experience designing and programming a heliport a plus.

**M.3.1.1.2** The respondent must demonstrate knowledge of and experience with providing similar services or like kind for public and/or private sector clients. Respondent must demonstrate a clear understanding of the project requirements. **(10 points)**

##### **M.3.1.2 Proposed Methodology (0 – 10 points)**

**M.3.1.2.1** This evaluation factor considers the respondents proposed methodology for this project, including project design, project management, project organization, documentation, and ongoing support. A respondent’s ability to self-perform tasks is seen as an advantage; however, not required. Any proposed time saving strategies will strengthen the response. **(5 points)**

**M.3.1.2.2** This evaluation factor is based on the completeness of the offeror’s proposed methodology and how closely it aligns with the scope detailed and the respondent’s experience as an owner’s representative. The proposed methodology must demonstrate how the respondent intends to complete the project and all deliverables successfully, within a compressed, yet reasonable timeframe. **(5 points)**

##### **M.3.1.3 Past Performance (0 – 20 points)**

Evaluation of past performance allows the District to assess the respondent’s ability to perform the required work.

**M.3.1.3.1** This evaluation factor considers the extent of the offeror’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of offeror’s performance on projects of comparable size, highly technical nature, and complexity. **(10 points)**

**M.3.1.3.2** Respondent shall provide a list of three (3) previous contracts for which the offeror provided similar work within the last five (5) years. Include the name of company, title and description of the project, contract number, dollar amount, and period of performance, name of the contract person, title, and telephone number and email address. **(10 points)**

**M.3.1.4      Qualification of Key Personnel (0 – 20 points)**

**M.3.1.4.1** The respondent shall provide an organization chart for the project identifying all team members, noting key personnel. Respondent shall:

- describe qualifications for each participant,
- describe previous assignments and the extent of participation of each participant,
- resumes of each participant,
- a minimum of two (2) references for each participant. **(10 points )**

**M.3.1.4.2** Respondent shall provide a list of proposed consultants and subcontractors. Provide qualifications for each. **(10 points)**

**M.3.1.5      Capacity and Management Approach (0-5 points)**

**M.3.1.5.1** Respondent must demonstrate its capacity to successfully apply and commit to project tasks and complete required services. A plan to address increased work through additional tasks, requiring additional staffing, should be considered.

**M.3.1.5.2** Respondent should describe its approach to managing a project across disciplines that requires coordination amongst different Agencies, community groups, and individuals. Detail strategies for staffing, schedule management, and coordination.

**M.3.2 PRICE CRITERION                      (25 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:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 25 = \text{Evaluated price score}$$

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

**M.3.4 TOTAL POINTS                      (112 Points Maximum)**

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

**M.4 EVALUATION OF OPTION YEARS**



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

## **M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

### **M.5.1 Application of Preferences**

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

### **M.5.2 Maximum Preference Awarded**

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

**M.5.3 Preferences for Certified Joint Ventures**

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

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

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

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

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