



## **REQUEST FOR PROPOSALS NO. GF-2015-R-0012**

**AGENCY:** University of the District of Columbia

**PROJECT:** Commercial Real Estate Brokerage Services  
for the University of the District of Columbia

**LOCATION:** Van Ness Campus  
Washington, DC 20008

**To access our website, please go to:**

- [www.udc.edu](http://www.udc.edu)
- Select Administration
- Select Capital Procurement
- Select Business Opportunities

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption <b>Commercial Real Estate Brokerage Services</b>			Page of Pages 1      54	
2. Contract Number		3. Solicitation Number  <b>GF-2015-B-0012</b>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  <b>March 30, 2015</b>	
						6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Mandatory 35% SBE Sub-Contracting Set Aside	
7. Issued By: University of the District of Columbia Office of Contracts and Procurement 4200 Connecticut Avenue, NW Bldg 38 Suite 200C Washington, DC 20008				8. Address Offer to: University of the District of Columbia Office of Contracts and Procurement 4200 Connecticut Avenue, NW Bldg 39 Suite 200C Washington, DC 20008			
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>4200 Connecticut Ave., NW, Bldg. 38, Room C04, Washington, DC 20008</u> until <u>2:00 P.M.</u> local time <u>April 30, 2015</u>							
(Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name  <b>James Jenkins</b>		B. Telephone (Area Code) <u>202</u> (Number) <u>274-5624</u> (Ext) <u></u>		C. E-mail Address  <b>james.jenkins@udc.edu</b>	
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <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 %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G				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)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Government of the District of Columbia							

## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

- B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the University of the District of Columbia (UDC) is seeking a Commercial Real Estate Brokerage Firm to assist the UDC with the management of the District's real estate portfolio by providing specific commercial real estate advisory services.
- B.2** The District contemplates award of an Indefinite Delivery – Indefinite Quantity (IDIQ) Contract for the Commercial Real Estate Brokerage Services specified in Section C and effective for the period stated in Section F.1. The minimum quantity of services shall not be less than \$250.00 and the total maximum quantity shall not exceed \$950,000.00 during a fiscal year.
- B.2.1** Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Limitations (Section F.6). The Contractor shall furnish to the University, when and if ordered, the services specified in the Schedule.
- B.2.2** There is no limit on the number of Task Orders that may be issued under the maximum amount of this contract.
- B.2.3** Any Task Order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the Task Order. The contract shall govern the Contractor's and University's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after date agreed upon by both parties.
- B.3** The Contractor shall provide the Commercial Real Estate Brokerage Services in accordance with the scope of work as specified in the Task Order. This solicitation does not guarantee that the District will use all services in the price schedule.
- B.4 SCHEDULE DESCRIPTION**

The Contractor shall provide commercial real estate brokerage and commercial real estate advisory services in accordance with Section C of this solicitation. The Contractor shall submit schedules for each task required for the base and option years. The University intends to evaluate price based on the schedules for the base year and option years. See Section M.3.3.

- B.4.1** Although the exact workload will vary depending upon UDC's needs, UDC anticipates that it will require approximately 240 hours of real estate advisory services annually and 15-20 real estate transactions representing the acquisition of approximately 250,000 square feet over the next two fiscal years. Notwithstanding the foregoing estimates, the above projected workload numbers are estimates only and UDC provides no assurances regarding the maximum number of hours required.

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- B.5** This Request for Proposals (RFP) is designated for the Open Market with a 35% certified Small Business Enterprises (SBE) set aside requirement pursuant to the provisions of the "Small, Local and Disadvantaged Business Enterprise Development Assistance Act of 2005" (the Act), title II, Subtitle N, of the Fiscal Year 20006 Budget Support Act of 2005", as amended. For more information on the program, Offerors are encouraged to visit the official site at <http://dslbd.dc.gov>.

**B.6 PRICE SCHEDULE – FIRM FIXED PRICE**

The contractor shall provide specific commercial real estate advisory services listed in the schedules of Contract Line Item Number (CLIN) below and described in Section C herein. The Contractor shall submit a Compensation Schedule, typically in the form of a commission for lease for all real estate transactions. All commission charges and fees shall be disclosed in full detail. The submitted compensation schedule shall be guaranteed by the Contractor for the maximum term of the contract, and any extensions thereof.

**BASE PERIOD**

CLIN	DESCRIPTION	MINIMUM \$250.00	MAXIMUM \$950,000.00	SCHEDULE
001.1	Real Estate Advisory Services			
001.2	Real Estate Documentation Preparation			
001.3	Tenant Representation			

**OPTION YEAR ONE**

CLIN	DESCRIPTION	MINIMUM \$250.00	MAXIMUM \$950,000.00	SCHEDULE
002.1	Real Estate Advisory Services			
002.2	Real Estate Documentation Preparation			
002.3	Tenant Representation			

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**OPTION YEAR TWO**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>MINIMUM \$250.00</b>	<b>MAXIMUM \$950,000.00</b>	<b>SCHEDULE</b>
003.1	Real Estate Advisory Services			
003.2	Real Estate Documentation Preparation			
003.3	Tenant Representation			

**OPTION YEAR THREE**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>MINIMUM \$250.00</b>	<b>MAXIMUM \$950,000.00</b>	<b>SCHEDULE</b>
004.1	Real Estate Advisory Services			
004.2	Real Estate Documentation Preparation			
004.3	Tenant Representation			

**OPTION YEAR FOUR**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>MINIMUM \$250.00</b>	<b>MAXIMUM \$950,000.00</b>	<b>SCHEDULE</b>
005.1	Real Estate Advisory Services			
005.2	Real Estate Documentation Preparation			
005.3	Tenant Representation			

## **SECTION C: STATEMENT OF WORK**

### **C.1 SUMMARY:**

The University of the District of Columbia (UDC) is an urban land grant institution of higher education with an open admissions policy offering certificate, associate, baccalaureate, and graduate/professional degrees. UDC provides a quality liberal and practical education that prepares students for the future. It operates programs in 10 buildings on its Van Ness campus located at 4200 Connecticut Avenue, totaling approximately 1.2 million square feet of space. UDC also operates a main campus garage with approximately 730 parking spaces and a power plant containing two chillers and two boilers. The University facilities in addition to the Van Ness Campus include, the Bertie Backus Site at 5171 South Dakota Avenue, NE; the PR Harris Site 4600 Livingston Road, SE; the 143.5 acre Muirkirk Farm in Beltsville, Maryland; the University Residence at 3250 Rittenhouse St. NE; and a hangar at National Airport. Nine of the ten buildings on the Van Ness Campus and the parking garage were built beginning in the 1970's.

The UDC actively manages a portfolio of real estate assets comprising approximately 200,000 square feet of leased property and 2.2 million square feet of owned property. It has an in-house real estate staff responsible for managing its real estate portfolio that works with the District of Columbia to identify suitable space for UDC operations and manages UDC space needs. However, pursuant to § 10-551.07 of the D.C. Official Code, UDC is seeking a qualified contractor ("Commercial Real Estate Broker" or "Broker") to provide a range of commercial real estate advisory services including strategic planning, lease acquisition, property disposal, tenant representation and lease\contract negotiation. The UDC Office of Contracting & Procurement (OCP) intends to award a single contract for these services.

### **C.2 SCOPE:**

The Contractor shall assist the UDC with the management of its real estate portfolio by providing the specific commercial real estate advisory services described herein.

UDC has an in-house Office of Real Estate, Facilities Management & Public Safety that is responsible for managing UDC's real estate portfolio. An in-house Commercial Real Estate Specialist will be assigned to each project or real estate transaction handled by the Commercial Real Estate Broker. The Commercial Real Estate Broker will be required to interface with and provide pertinent documents to the Office of Real Estate, Facilities Management & Public Safety and/or Department legal staff.

The Commercial Real Estate Broker shall provide real estate brokerage and commercial real estate advisory services for all of the type's projects required in Section C.3 as well as other projects that may from time to time, in its sole discretion with no liability for services provided by the Commercial Real Estate Broker.

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### **C.3 REQUIRED TASKS:**

The Contractor selected through this solicitation shall provide the necessary staff, and/or subcontractors to perform the following tasks:

#### **CLIN 001.1, 002.1, 003.1, 004.1, 005.1 - Real Estate Advisory Services - May Include Any of the Following Activities:**

1. **Strategic Planning for UDC Space Needs** - UDC will provide the Commercial Real Estate Broker with information regarding space occupied by UDC. The Commercial Real Estate Broker shall, in conjunction with UDC staff:
  - a. Evaluate UDC's space and overall utilization of current square footage
  - b. Identify areas of underutilization and opportunities for the reduction of leased space; and
  - c. Make recommendations for consolidation and lease renegotiation.
2. **Identification and Disposal of Surplus UDC Property**
  - a. Identify and assess assets that are vacant or have excess space that could be leased.
  - b. Analyze certain vacant assets that could be disposed of by sale or long-term lease.
  - c. For proposed sale or lease of assets:
    - i. Perform detailed market study to advise how current market conditions affect the sale or lease of the property;
    - ii. Conduct detailed analysis to provide a recommendation of the projected value or lease rate of the property;
    - iii. Advise and assist UDC in determining the most efficient offer structure and process, within applicable legal constraints, for selling or leasing property to achieve the highest possible market value;
    - iv. Prepare comprehensive offering documents and using its network to advertise and market the property to achieve maximum exposure; and
    - v. help assist with coordinating property tours.
  - d. Assist UDC with preparing Solicitation for Offer (SFO) package for disposal of real property in accordance with applicable District policies and procedures.
  - e. Review and analyze SFO submissions including:
    - i. Financial analysis of terms and comparison of terms;
    - ii. Review non-monetary terms and provide comparison;
    - iii. Review credit worthiness of Offerors and ability to close the transaction;

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- iv. Review submissions to ensure they are compliant with SFO requirements
- f. Assist UDC with negotiating business terms and closing transactions to dispose of  
  
UDC real property.

**3. Tenant Representation through Term of Lease as Requested by UDC**

Provide tenant representation for the leased portfolio to ensure landlords are fully complying with lease requirements, confirmation of allowance of expense reimbursements, UDC payment auditing, District requirements and responding to UDC Departmental complaints.

**4. Identification of Opportunities within the owned and leased portfolio to reduce lease costs; The Commercial Real Estate Broker shall:**

- a. Review market factors and determine which locations/leases are above market rates.
- b. Develop a space utilization profile for every prioritized location as determined by UDC OCP.
- c. Recommend strategies for UDC to operate the portfolio more efficiently to reduce costs and maximize space.

**CLIN 001.2, 002.2, 003.2, 004.2, 005.2 - Real Estate Document Preparation**

- 1. The Contractor shall negotiate leases and prepare other Commercial Real Estate documents.
- 2. The Contractor shall subcontract with a law firm or other real estate professionals with significant commercial transactional experience and shall:
- 3. Based upon business terms and forms provided by UDC staff, the Contractor shall prepare and negotiate real estate documents for lease acquisitions, real property dispositions and other real estate transactional tasks provided herein;
  - a. Provide additional staffing resources as needed to respond to fluctuations in workload and aggressive timelines for production of documents;
  - b. Work directly with UDC legal staff to prepare documents in accordance with forms provided by UDC. The selected Broker shall be responsible for revising prepared documentation in response to comments received from IDC legal staff or other University representatives.

**CLIN 001.3, 002.3, 003.3, 004.3, 005.3 - Tenant Representation**

The Contractor shall provide tenant representation services including site location, market analysis, and lease acquisition services.



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- 1. Prepare programming requirements for leased space in accordance with UDC space standards.**
- 2. Prepare requests for lease proposals in accordance with applicable UDC solicitation policies and procedures.**
- 3. Review availability of existing space and new space.**
- 4. Determine and analyze landlord proposals for best value to UDC in accordance with criteria provided by UDC or in the best interest of DC, as determined by the Broker.**
- 5. Research the market for appropriate space alternatives.**
- 6. Identify and address small space needs as well as large space needs across UDC for all types of uses (administrative, instructional, warehouse, etc.) and assist UDC in acquiring the pertinent leases as needed.**
- 7. Prepare a market survey that addresses the following:**
  - a. Asking price and business terms of the lease proposed for the site(s) selected and prepare an abstract of all the business terms of the recommended site;**
  - b. List of all the comparable sites evaluated and their asking terms;**
  - c. Appropriate market data to justify the recommended transaction (including the negotiated terms of actual leases in similar properties whenever possible);**
  - d. Schedule of non-economic indicators- compliance with executive and administrative directives and specific UDC needs;**
  - e. A report on the existence and condition at the recommended site of any known asbestos, building or fire code violations, engineering, structural or any other potentially hazardous conditions at the recommended site;**
  - f. Prepare discounted cash flow analysis of projected rents and other costs of each site; and**
  - g. If more than one site satisfies UDC's requirements, a recommendation of the most appropriate alternative based upon a comparative financial analysis and best values.**
- 8. Arrange inspections of appropriate sites for UDC staff and identified stakeholders**
- 9. Determine whether the site is suitable for UOC's needs. Those needs include but are not limited to electrical power, HV AC, floor load, meets structural and parking requirements.**
- 10. Provide information on landlord performance and related compliance.**
- 11. Provide emergency lease support in case of a catastrophic event that requires immediate relocation.**

**SECTION D: PACKAGING AND MARKING (N/A)**

This section is not applicable to this solicitation.

**SECTION E: INSPECTION AND ACCEPTANCE**

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

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be from date of award to September 30, 2015 with four (4) one (1) year option periods.

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

**F.2.1** The University may extend the term of this contract for a maximum 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 University will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by accepting the extension letter issued by the CO.

**F.2.2** If the University 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 B.2 of the contract and corresponding schedules.

**F.2.4** Exercising the option will be at the sole discretion of the University.

### **F.3 LENGTH OF CONTRACT**

The total duration of this contract including the exercise of any options under F.2 shall not exceed five (5) years.

### **F.4 PERIOD OF PERFORMANCE FOR TOS**

The Contractor shall commence and complete work within the dates specified in the TO issued by the CO.

### **F.5 PROGRESS REPORTS**

The Contractor is obligated to develop and submit to the CA all required reports including progress reports, special reports, weekly and monthly reports as required by the contract. The Contractor shall keep accurate and detailed written/computerized records of progress of the project during all stages. The Contractor shall maintain frequent contacts by telephone, site visits, meetings with all parties involved in the project and submit a weekly written progress reports to the CA including but not limited to 1) information concerning

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the work of the A/E's and other contractors; 2) percentage of completion; 3) number and amounts of modifications and claims; 4) analyses of the schedules, and other analyses necessary to compare actual performance with planned performance.

### **F.6 TYPE OF CONTRACT**

**F.6.1** This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract with payments based on fixed price Task Orders (TOs).

**F.6.2** The Contractor shall not exceed the contract ceiling nor the line item ceilings, cost category ceilings or total TO ceilings without a modification executed by the CO.

**F.6.3** As part of the notification, the Contractor shall provide the CO a revised estimate of the cost of performing the services as set forth in the contract.

### **F.7 DELIVERABLES**

**F.7.1** The Contractor shall submit to the University, as a deliverable, the report described in section H.4 of this contract that is required by the 51% District Residents New Hires Requirement and First Source Employment Agreement for each TO that is \$100,000.00 and over. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid. (Refer to H.5).

**F.7.2** In performing a TO, Contractor shall submit to the University all deliverables identified in the Contract and TO.

**F.7.3** The Contractor shall submit all reports in writings according to the following schedules:

<b>Item No.</b>	<b>TYPE OF REPORTS</b>	<b>DUE DATES</b>
1	Monthly Status Reports summarizing all assignments and tasks undertaken under the contract.	Within 3 working days after the beginning of each month that a TO was executed.
2	Records and Minutes of Meetings relative to each Task Order.	Within 48 hours of the meeting
3	Records on daily activities relative to each Task Order.	Prior to final payment.
4	Closeout Documents	As required by the Contract Administrator of Contracting Officer

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5	Special Reports	As Required
6	Deficiency Reports	Within 48 hours of identification
7	All Other Reports related to the project	As Required
8	Certificate of Insurance (See §I.5.2)	With every TO proposal received
9	Conflict of Interest- Prior to assignment of particular tasks related to advisory or tenant representation of landlords related to any tasks assigned by UDC.	With every TO proposal received
10	The Contractor and all of its sub-contractors (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary the performance of the contract.	Prior to and during the commission of any Task Order.

**F.7.4** The Offeror shall submit a subcontracting plan (See §M.4.8 and Attachment J.1.7) with its proposal for the CO's approval.

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G1 INVOICE PAYMENT**

- G1.1** 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.
- G1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G2 INVOICE SUBMITTAL**

- G2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (CA) specified in Section G.9 below. The address of the CFO is:

**Name:** Office of the Controller/Agency CFO  
**Address:** 4200 Connecticut Avenue NW  
Washington, DC 20008  
**Telephone:** 202-274-5698

- G2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G2.2.1** Contractor's name, federal tax ID and invoice date (Contractor shall date invoices as of the date of mailing or transmittal);
- G2.2.2** Contract number and invoice number;
- G2.2.3** Description, price, and the date(s) that the services were delivered or performed;
- G2.2.4** Detailed weekly work breakdown by employee of hours worked on project;
- G2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G2.2.6** Name, title, phone number of person preparing the invoice;
- G2.2.7** 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
- G2.2.8** Authorized signature.

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**G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment shall be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G4 PAYMENT**

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

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

"Payment will be made on completion and acceptance of each item for which the price is stated separately in the contract".

**G5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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



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

### **G.6.1 Interest Penalties to Contractors**

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

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

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

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor shall take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

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

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

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- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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

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

**Mary Ann Harris  
University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue, N.W. Bldg. 39 Suite 200C  
Washington D.C. 20008  
Telephone Number: 202-274-5181**

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

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

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**Name:** Eric Thompson  
**Title:** Senior Project Manager  
**Agency:** University of the District of Columbia  
**Address** 4200 Connecticut Avenue, N.W.  
Washington D.C. 20008  
**Telephone:** 202-274-6919

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

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

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No.2005-2103, Rev. 15, dated December 22, 2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**H.6 PROTECTION OF PROPERTY:**

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

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

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

See 42 U.S.C. §12101 et seq.

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

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

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

**H.9.1** Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

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**H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and



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- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.9.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

### **H.10 DISTRICT RESPONSIBILITIES**

The University will provide the following:

- a) ID Badges for all contractors' personnel to wear while performing services on University property.

### **H.11 SUBCONTRACTS:**

**H.11.1** Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the University.

**H.11.1.1** The Contractor shall be as fully responsible to the University for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

**H.11.1.2** The Contractor shall be responsible for the coordination of the subcontractor and material persons engaged upon his work.

**H.11.1.3** The Contractor shall, without additional expense to the University, utilize the services of specialty subcontractor of those parts of the work which are specified to be performed by specialty subcontractor.

**H.11.1.4** The University will not undertake to settle any differences between the Contractor and his subcontractor or between subcontractors.

**H.11.2** The Contractor shall complete and submit Attachment J.7, Subcontracting Plan, with its proposal.

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 ("SCP") are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

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

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

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

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

### **I.4 TIME**

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

- L.4.1** Time is of the essence with respect to the contract. As such, the contractor shall dedicate such personnel and other resources as are necessary to ensure that the services are completed on-time and in a diligent, skilled, and professional manner.

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

- I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in

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specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

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- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

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- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor shall be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

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### **I.8 INSURANCE**

**I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The policy shall include completed operations coverage and shall be maintained for three (3) years after substantial completion. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) Commercial General Public Liability Insurance (Liability) against liability for bodily injury and death and property damage, such liability insurance to be in the amount of \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance: according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limits disease.
- (d) Excess Liability Insurance: \$5,000,000 limits per occurrence.

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

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

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

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

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**SECTION J: LIST OF ATTACHMENTS**

**J.1 ATTACHED**

- J.1.1** Government of the District of Columbia Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007.
- J.1.2** Wage Determination No. 2005-2103 Revision No. 15 Date of Revision: 12/22/2014
- J.1.3** Living Wage Act Fact Sheet
- J.1.4** The Living Wage Act of 2006
- J.1.5** Offer Letter
- J.1.6** Subcontracting Plan Form

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

- J.2.1** LSDBE Certification Package
- J.2.2** E.E.O. Information and Mayor's Order 85-85
- J.2.3** Tax Certification Affidavit
- J.2.4** First Source Employment Agreement
- J.2.5** Cost/Price Data Package



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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

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

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

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

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN
_____	
_____	

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

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

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

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

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

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- (c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7 TAX CERTIFICATION**

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

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

### **L.1 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on Monday, April 6, 2015 at 11:00 a.m. in the UDC Office of Contracts and Procurement Conference Room, 4200 Connecticut Avenue N.W. Building 39 Suite 200C, Washington, D.C. 20008.

### **L.2 CONTRACT AWARD**

#### **L.2.1 Most Advantageous offer to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose evaluated proposal is most advantageous to the District based on it being the highest ranked among all offers considering cost or price, technical and other factors, specified elsewhere in this solicitation.

#### **L.2.2 Initial Offers**

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

### **L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT**

The proposal shall consist of two separately bound sections, a technical proposal and a price proposal. Proposals shall be submitted in sealed envelopes including one original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be conspicuously marked: **"Proposal in Response to Solicitation No. GF-2015-R-0012, Commercial Real Estate Brokerage Services."**

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 Offerors response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal shall contain sufficient detail to provide a clear and concise representation of the requirements in the Section C.

## **Solicitation No. GF-2015-R-0012 Commercial Real Estate Brokerage Services**

### **L.3.1 Technical Proposal**

The Offeror shall provide the following in its technical proposal at minimum:

- A. Description of the methodology to be used to complete the requirements in the timeframe required, expected target areas for improvement, best practices that the offeror may rely on, any assessment tools the offeror may use, and the expected deliverables. (Maximum number of pages = 10.)
- B. A proposed project work plan and timeline (to be submitted with each Request for Task Order Proposal).
- C. A staffing plan. (Maximum number of pages = 1)
- D. Resumes of key personnel (not to exceed 1 page each) to be assigned to this project which demonstrate their experience and expertise in providing organizational and process improvement consulting services, specifically in the area of public and private educational institutions of higher learning.
- E. At least three (3) relevant client references for whom the offeror has provided similar Consulting services to a public or private educational institution of higher learning. The offeror shall provide the name of the client; the contact person's name, title, telephone, and email address; a brief narrative of the services provided and the accomplishments achieved as a direct result of the recommendations provided by the offeror. The narrative shall not exceed 1 page per client reference.

- L3.2** The “Price Proposal” section shall be submitted under a separate cover titled “Price Proposal”. In it the offeror shall provide schedules in accordance with Sections B.4 and M.3.3 that includes direct cost, indirect cost, and profit rates for the services described in Section C. The schedules shall include documentation of how the rates were established.

### **L.4 TECHNICAL PROPOSAL ORGANIZATION**

#### **L.4.1 Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8-1/2” x 11” bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. UDC is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

#### **L.4.2 Offer Letter**

Each Offeror shall submit a proposal offer letter on its letter head substantially in the form of Attachment J.5.



## **Solicitation No. GF-2015-R-0012 Commercial Real Estate Brokerage Services**

### **L4.3 `Executive Summary**

Each Offeror shall provide a summary of no more than three pages of the information contained in the following sections.

### **L.4.4 General Team Information and Firm(s) Data**

Each Offeror shall provide the following information for the principal firm and each of its sub-consultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
  - i. Age
  - ii. Firm history(s)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next six months
  - vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration involving the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Offeror.
  - ii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.
  - iii. Relevant certifications, publications, past clients, prior transactions, including square footage, type and volume.

**L.4.5 Experience and References**

Each Offeror shall submit a response that addresses Section M.3.1 herein, Evaluation Factor 1: Experience and References.

**L.4.6 Key Personnel**

Each Offeror shall submit a response that Section M.3.2, Evaluation factor 2: Key Personnel.

**L.4.7 Cost**

The Offeror shall submit cost information delineated in Section M.3.3, Evaluation Factor 3: Cost.

**L.4.8 Tax Affidavit**

Each offeror shall submit an Affidavit (see Attachment J.2.3) certifying that the offeror is in compliance with D.C. tax laws and regulations.

**L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS****L.5.1 Date and Time for Receiving Proposal Submission**

Proposals shall be submitted no later than **2:00 pm on April 30, 2015 as specified in Section A9**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

**L.5.2 Delivery or Mailing of Submissions**

Proposals shall be delivered or mailed to:

Mary Ann Harris, Chief Contracting Officer  
C/o James Jenkins, Contract Specialist  
University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue NW Bldg. 39 Suite 200C  
Washington, DC 20008

**L.5.3 Withdrawal or Modification of Proposals**

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

**L.5.4 Postmarks**

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

**L.5.5 Late Modifications**

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

**L.5.6 Late Proposals**

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

**L.6 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **seven (7) business days** prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to

any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

#### **L.7 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer shall not return this solicitation. Instead, they shall advise the UDC Chief Contracting Officer, Office of Contracting and Procurement, 4200 Connecticut Avenue NW, Building 39 Suite 200C, Washington, DC and phone number 202-274-5181, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

##### **L.8.1 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.8.2 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.9 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or shall 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, shall be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.10 SIGNING OF OFFERS**

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

#### **L.11 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 Offerors lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

#### **L.12 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.13 PROPOSAL COSTS**

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

#### **L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

**L.15 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section 1.8 prior to commencing work. Evidence of insurance shall be submitted within five (5) days of contract award to:

Mary Ann Harris  
University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue, N.W  
Washington, DC 20001  
Bldg. 38, Room 301  
Telephone: 202-724-5241/mharris@udc.edu

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.17 BEST AND FINAL OFFERS**

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

**L.18 LEGAL STATUS OF OFFEROR**

Each proposal shall provide the following information:

**L.18.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

**L.18.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a

corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.18.3** 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.19 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.20 STANDARDS OF RESPONSIBILITY**

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

- L.20.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.20.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.20.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.20.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.20.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

**L.20 Form of Contract**

The form of contract that the University intends to award from this solicitation is a bilateral negotiated services agreement. To the extent there are any inconsistencies between this RFP and the negotiated services agreement, the negotiated services agreement shall prevail.



**SECTION M - EVALUATION FACTORS****M.1 EVALUATION FOR AWARD**

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

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></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.

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

### **M.3 EVALUATION FACTORS**

#### **M.3.1 Factor 1: Experience & References (Maximum 30 points)**

UDC desires to engage a Commercial Real Estate Broker with the experience necessary to perform the Statement of Work set forth in this RFP. If the Offeror is a team or joint venture of multiple companies, the UDC Technical Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This factor of the evaluation will be worth up to 30 points.

**Sub Factor 1:** The Offerors will be evaluated based on their demonstrated experience in strategic planning, market analysis, lease acquisition, property disposal, lease/contract negotiation and tenant representation. (Maximum of 20 points)

**Sub Factor 2:** The Offeror shall demonstrate familiarity with applicable government / University leasing requirements and the legal limitations involved therein, specifically Anti-Deficiency laws, budgeting, procurement, Council approval requirements, etc. (Maximum 10 points)

#### **M.3.2 Factor 2: Key Personnel (Maximum 30 Points)**

UDC desires that senior personnel be assigned to this project and that they have experience in commercial real estate brokerage services and real estate transactions.

**Sub Factor 1:** The Principal-in-Charge is defined as the staff member identified by the Commercial Real Estate Brokerage as having primary responsibility for and oversight of the performance of all services provided under the Contract. The Principal-in-Charge shall have at least 10 years of demonstrated experience in strategic planning, real estate market analysis, lease acquisition, property disposal, lease/contract negotiation, tenant representation and familiarity with applicable government / University leasing requirements and the legal limitations involved therein, specifically Anti-Deficiency laws, budgeting, procurement, Council approval requirements, etc. The Offeror is to also identify any proposed personnel anticipated to support the Principal in any significant manner. Both the expertise of the Principal and the support staff will be considered. (Maximum 10 points).

**Sub Factor 2:** The availability of the key individuals assigned to this project will be evaluated as part of this factor. Offerors are to provide an availability matrix clearly identifying the amount of team the proposed personnel will devote to this effort. (Maximum 10 Points).

**Sub Factor 3:** Offerors will submit a plan for substituting proposed personnel in the event of a conflict. A conflict is considered any situation where the proposed personnel have responsibilities under this contract and concurrent representation of landlords or property owners under a separate agreement. (Maximum 10 points).

**M.3.3 Cost****(40 Points)**

Offerors shall submit with their proposals fixed hourly rates and a fixed commission rates on CLINs 001-003. In addition, each Offeror shall provide a schedule that shows the level of effort by number of hours and position that the Offeror believes will be necessary for Task 1 and Task 2. This element of the evaluation is worth up to 40 points.

Offerors shall quote fixed hourly rates and a fixed commission rate on Attachment A. In addition, each Offeror shall provide a schedule that shows the level of effort by number of hours and position that the Offeror believes will be necessary for CLINs 001-003. This element of the evaluation is worth up to 40 points.

The Offeror shall propose a commission structure that satisfies the following requirements:

<b>Task Description</b>	<b>Acceptable Fee Structure</b>
Sub Factor 1 – Commercial Real Estate Brokerage and Advisory Services <b>Maximum 20 points</b>	Offeror will propose a commission rate that will be paid by the Landlord or other Party for each transaction. UDC shall otherwise have no liability for services provided if a transaction does not close or UDC elects, in its sole discretion, at any time, not to proceed with the transaction.
Sub Factor 2 –Commercial Real Estate Document Preparation - Prepare Leases and other Commercial Real Estate documents (Based upon business terms and forms provided by the District) <b>Maximum 10 points</b>	Offeror will propose a commission rate that will be paid by the Landlord or other Party for each transaction. UDC shall otherwise have no liability for services provided if a transaction does not close or UDC elects, in its sole discretion, at any time, not to proceed with the transaction.
Sub Factor 3 – Tenant Representation - Site Location, Market Analysis and Lease Acquisition <b>Maximum 10 points</b>	Offeror will propose a commission rate that will be paid by the Landlord or other Party for each transaction. UDC shall otherwise have no liability for services provided if a transaction does not close or UDC elects, in its sole discretion at any time, not to proceed with the transaction.

**M.4 OPTIONAL ORAL PRESENTATIONS****M.4.1 Oral Presentation**

UDC reserves the right to interview Offerors in the competitive range if it deems necessary. In such an event each Offeror within the competitive range shall make an oral presentation to UDC's Technical Evaluation Panel, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Technical Evaluation Panel to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The proposal will be re-scored at the conclusion of the oral presentation.

**M.4.2 Length of Oral Presentation**

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Technical Evaluation Panel to assess the presentation and prepare questions. The Offeror will then respond to questions from UDC's Technical Evaluation Panel for no more than 30 minutes.

**M.4.3 Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. UDC reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

**M.4.4 Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror's presentation will be limited to five (5) people. The job functions of the people attending the presentation will be considered an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

**M.4.5 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a Broker advisor for this contract, including the qualifications of key personnel.

**M.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

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

**M.5.1 General Preferences**

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

- M.5.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.5.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.5.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.5.3 Maximum Preference Awarded**

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

**M.5.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.5 Vendor Submission for Preferences**

- M.5.5.1 Any vendor seeking to receive preferences on this solicitation shall submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- M.5.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.5.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation shall contact the:
- Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001
- M.5.5.3 All vendors are encouraged to contact the 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.