

SOLICITATION, OFFER, AND AWARD		1. Caption District of Columbia Soccer Stadium Cost Benefit Analysis Services			Page of Pages 1 26		
2. Contract Number	3. Solicitation Number DCAB-2014-Q3-14FP		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued 6/16/14	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside <input type="checkbox"/> BE Designated Category	
7. Issued By Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Avenue, N.W., Suite 5 Washington, D.C. 20004			8. Address Offer to: Council of the District of Columbia Office of the Secretary 1350 Pennsylvania Avenue, N.W., Suite 5 Washington, DC 20004				
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid" or "bidder"							
SOLICITATION							
9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule shall be furnished to Dawn Cromer on or before <u>4:00 p.m.</u> EST time <u>July 1, 2014</u> (Hour) (Date) CAUTION: Late submission, Modifications and Withdrawals are subject to all terms & conditions contained in solicitation.							
10. For Information Contact	A. Name Dawn Cromer		B. Telephone (Area Code) 202 (Number) 724-8127 (Ext)		C. E-mail Address dcromer@dccouncil.us		
	11. Table of Contents						
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OFFER							
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above – Refer to section G <input type="checkbox"/>		17. Signature		18. Award Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) JAMAINE TAYLOR			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Council of the District of Columbia, Office of the Secretary, 1350 Pennsylvania Avenue, N.W., Suite 5 DC (11-2004)							

PAYMENT IDENTIFICATION NO.

The District of Columbia has an automated vendor data base. The system is the Data-Universal-Numbering-System (D-U-N-S) which is a numbering system designed and maintained by the Dun & Bradstreet Corporation. All firms are required to submit their D-U-N-S number as part of their offer. To determine if you have a valid D-U-N-S number, please contact the closest Dun & Bradstreet Office. If a number has not been previously assigned to your firm, you must get one assigned. There is no charge to have a number assigned nor does Dun & Bradstreet require you to provide credit rating information in order to receive a D-U-N-S number.

Individuals must submit their social security numbers since D-U-N-S numbers are not assigned to individuals.

Please list below applicable vendor information:

D-U-N-S Number	_____
Federal Tax ID Number	_____
Social Security Number	_____
Legal Name of Entity Assigned this Number	_____
Street Address and/or Mailing Address	_____
City, State, Zip Code	_____
Type of Business	_____
Telephone Number	_____

PAYMENT UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID TAX ID NUMBER, D-U-N-S NUMBER OR SOCIAL SECURITY NUMBER.

PART 1

SECTION B — OBJECTIVE

- B.1 The Council of the District of Columbia seeks the services of a Contractor to provide a detailed cost benefit analysis of the real estate transactions proposed in the District of Columbia Soccer Stadium Development Act of 2014, and provide expert advice on the terms of the proposed transactions.
- B.1.2 A final report will be submitted by September 12, 2014. Public testimony will be provided as needed following submission of the report. The duration of the resulting contract will be up to one (1) year.
- B.1.3 This solicitation places great emphasis on the need for transparency and an objective assessment of the benefits, costs, fiscal impacts, and economic impacts of the proposed soccer stadium, Reeves Center, Pepco substation, and Anacostia Gateway transactions.
- B.1.4 Proposers must submit their price proposal on the Schedule Price Matrix provided for this purpose incorporated herein as Section H.1.7.

SECTION C — SCOPE OF WORK

C.1 BACKGROUND

- C.1.1 Mayor Gray submitted the District of Columbia Soccer Stadium Development Act of 2014 to the Council on May 23, 2014, and requested that the Council approve the transactions outlined in the legislation. The Mayor has stressed the importance of these transactions to the District and its economy and has indicated that from his perspective, the primary purpose of the transactions is to spur economic development along the Anacostia River and create jobs and economic opportunity for District residents.
- C.1.2 The Contractor will provide an independent economic evaluation of the transactions, verify the stated findings and benefits, give due consideration to public costs, verify the need for the public subsidies proposed, provide a detailed breakdown of the costs and benefits of each transaction, provide an overall assessment of the net benefit or cost, and if requested, advise the Council on how the transactions might be made more beneficial to District residents and taxpayers. The Contractor will prepare a report and provide public testimony on the results of the analysis.

C.2 REQUIREMENTS

C.2.1 The Contractor will examine the Development Agreement, Ground Lease, Exchange Agreements, PEPCO Letter of Intent, and Legislation- “District of Columbia Soccer Stadium Development Act of 2014” attached to this RFP, as well as a Fiscal Impact Statement to be produced by the Office of the Chief Financial Officer (OCFO) Office of Revenue Analysis, a Tax Abatement Financial Analysis to be produced by the OCFO Office of Economic Development, and appraisals that the Mayor’s team used to negotiate the transactions. It is expected that this information will be used to identify most of the near-term costs to be included in the Contractor’s cost analysis, that the Contractor will expand upon this information, and that the Contractor will prepare an economic impact analysis to identify the benefits. Council Budget Office staff will assist with obtaining other DC government information that is available for the cost-benefit analysis. The Contractor and Council Budget Office staff will decide on assumptions to use for data that is not available and cannot be generated by the Contractor’s team within the time allotted. Below is a list of the transactions that will be the focus of the detailed cost-benefit analysis:

- Assemble the proposed DC United soccer stadium and ancillary development sites, act as horizontal developer, and assume the cost of infrastructure.
 - Exchange the Reeves Center with SW Landholder (Akridge) for cash and part of the stadium site.
 - Convert the Reeves Center leases listed below to subleases with no more than a 3-year term and enter into a 3-year triple net lease with Akridge for the Reeves Center.
 - Metro DC Community Center, Inc, D/B/A The DC Center lease dated April 5, 2013
 - US Postal Service lease dated March 27, 2012
 - Howard University lease dated January 1, 2011
 - Industrial Bank, NA lease dated April 1, 2010
 - Irving Johnson T/A Duke’s lease dated January 21, 1994
 - Edward P. Mazique Parent Child Center lease commencing September 1, 1988
 - Harambee International Development Corporation lease dated December 24, 1986
 - Exchange District-owned parcels at 1st and K Streets NW, with PEPCO and pay cash to acquire the ancillary development site, part of the stadium site, and relocate electric utilities.
 - Acquire Super Salvage and Rollingwood Real Estate (Ein) sites through fee simple purchase or eminent domain, if necessary.

- Enter into a 30-year lease/tax abatement agreement with DC United for the stadium and ancillary development sites.
- Redevelop the Reeves Center for a) highest and best economic use or b) with at least 30% of residential units set aside for affordable housing, consistent with the proposed Disposition of District Land for Affordable Housing Amendment Act of 2013.
 - Relocate District government tenants in the Reeves Center to Anacostia Gateway and other locations.
 - Relocate the Traffic Operations Center from Reeves Center to a new location to be determined.
- Redevelop the District-owned Anacostia Gateway site near the intersection of Martin Luther King, Jr. Avenue and Good Hope Road SE for office use.
 - Transfer the District-owned site to a developer.
 - Enter into a lease for office space to be built on the site.
- Redevelop District-owned parcels at 1st and K Streets NW, for PEPCO substation rather than highest and best use.

C.2.2 **COST-BENEFIT ANALYSIS**

The Contractor will monetize, to the extent possible, all the benefits and costs of the proposed transactions. The Contractor will rely on an economic impact analysis to estimate benefits and a fiscal impact analysis to estimate costs. The Contractor will determine the value of the proposed leases and estimate the timeframe during which redevelopment is likely to occur. Benefits that cannot be monetized will be acknowledged and discussed. The costs and benefits will be measured over a 10-year horizon, future dollars will be discounted to reflect the time value of money, and a risk assessment shall be provided. A detailed breakdown of the costs and benefits will be provided. The Contractor will also summarize the resulting total as a net cost or benefit to District residents and taxpayers. If the result is a net cost, the Contractor will identify the value that must be placed on intangible benefits in order for transaction benefits to equal costs.

C.2.3 For comparison, the Contractor will present the costs and benefits of an alternative that assumes the proposed transactions are not approved. The Contractor shall include in the analysis

- a) An estimate of the costs and benefits of the status quo in which DC United soccer matches are played at RFK Stadium.
- b) An estimate of the direct and indirect economic and tax consequences if DC United moves out of District to another location in the National Capital Region.
- c) An estimate the impact on jobs located, and income earned in the District that may be affected by DC United's relocation from the District of Columbia.
- d) An estimate the timeframe during which this move and its consequences are likely to occur.

C.2.4 TRANSACTION BENEFITS

The Contractor shall present an economic impact analysis based on sound economic methodology that clearly explains the assumptions used, differentiates between direct and indirect benefits, and provides a breakdown of the costs and benefits of each transaction. The analysis will explain and examine substitution effect and leakage effect and differentiate between economic activity and economic growth. The Contractor will examine existing soccer revenue and project the impact of the proposed 30-year lease. The Contractor shall estimate the amount of revenue that can be attributed to non-District residents. The Contractor will identify other development that the projects will spur and the impact the projects will have on the value of the surrounding properties. The Contractor shall take into consideration the impact that transportation access and parking availability will have on benefits. The Contractor shall estimate the increase in real property and sales taxes and estimate the number of jobs that would be created.

C.2.5 The Contractor will reference the economic impact analysis prepared by the Mayor's team and verify the benefits claimed in that analysis, including the following:

“Over 30 years, this project will generate (on a net present value basis) \$72 million in sales and use taxes at the new stadium and (again on net present value basis) more than \$151 million total tax revenue to the District. (Note that these figures do not include substantial amounts of new tax revenue that will be generated by the redevelopment of the Reeves Center site.) In addition, the new stadium will generate \$50 million a year in new economic activity and support nearly \$14 million a year in payroll which equates to 446 full-time jobs in the District of Columbia.”

The Contractor shall determine if the assumptions and multipliers used to prepare the analysis are reasonable and if the analysis claims total or marginal benefits.

C.2.6 TRANSACTION COSTS

The Contractor shall reference and expand upon a 4-year fiscal impact statement to be prepared by the Office of Revenue Analysis in order to quantify all costs directly and indirectly associated with the proposed transactions, to include, but not be limited to, the following costs:

- Site acquisition
- Stadium site relocation (any property owners forced to relocate through eminent domain)
- Site preparation

- Environmental remediation
- Street relocation and improvements
- Infrastructure improvements to accommodate additional pedestrian, auto, and truck traffic
- Parking
- Bus or other transit service
- Utility relocation, including Pepco turbines, ductbank, and feeders
- Sales tax abatements
- Real property tax abatements
- Transfer tax exemptions
- Conversion of existing Reeves Center leases to subleases
- Foregone Reeves Center lease revenue
- Reeves Center lease
- Relocation of agencies occupying the Reeves Center
- Relocation of Traffic Operations Center and DC-Net infrastructure
- Office space for agencies that must relocate from the Reeves Center
- New Traffic Operations Center space
- Other costs that may be identified

The Contractor will also take into consideration any costs that the District will not incur, such as renovation of the Reeves Center, because of the proposed transactions. The analysis will also provide an explanation and examination of opportunity costs associated with the transaction.

C.2.7 **PUBLIC SUBSIDIES**

In addition to acquiring a privately owned site to lease to DC United, the transaction calls for a sales tax abatement and a property tax abatement. As part of an analysis of the public subsidies proposed, the Contractor will reference and expand upon the Office of Economic Development Finance's tax abatement financial analysis and examine how other Major League Soccer stadiums are being financed. The Contractor will determine if DC United would be able to construct a new stadium without the proposed subsidies and compare the public cost and subsidies proposed for the Buzzard Point stadium to the public costs and subsidies provided or being negotiated for other Major League Soccer stadiums in urban locations.

C.2.8 **RISK ASSESSMENT**

The Contractor will examine the projected and actual costs and benefits of other Major League soccer stadiums and take these experiences into consideration when preparing the risk assessment. The Contractor shall examine risks associate with environmental remediation and relocation delays and include in the assessment an examination of DC United's capacity to finance and build a new soccer stadium.

C.3 DELIVERABLES

The Contractor will prepare a draft report and a final report detailing the comprehensive analysis and provide public testimony on the results of the analysis. The Contractor shall also provide expert advice on an as needed basis.

C.4 QUALIFICATIONS

The Contractor must be qualified as an expert analyst with experience performing cost benefit, economic impact, and fiscal impact analysis for real estate transactions. Experience with analyzing the costs and benefits of sports facility real estate transactions is preferred. The Contractor shall also have experience testifying and responding to questions before political bodies. The Contractor's team shall include an appraiser qualified as an expert for purposes of determining the fair market value of commercial property in the District of Columbia. Members of the team must demonstrate that they have the ability to provide objective analysis of the proposed transaction and that they have no known or potential conflicts of interest.

C.5 ATTACHMENTS

- Attachment A - Development Agreement
(http://lims.dccouncil.us/_layouts/15/uploader/Download.aspx?legislationid=31817&filename=B20-0805-Development-agreement4.pdf)
- Attachment B - Ground Lease
(http://lims.dccouncil.us/_layouts/15/uploader/Download.aspx?legislationid=31817&filename=B20-0805-Ground-lease2.pdf)
- Attachment C - Exchange Agreement (Part 1 & 2)
(http://oca.dc.gov/sites/default/files/dc/sites/oca/page_content/attachments/Exchange%20Agreement%20Part%201.pdf)
(http://oca.dc.gov/sites/default/files/dc/sites/oca/page_content/attachments/Exchange%20Agreement%20Part%202.pdf)
- Attachment D - PEPCO Letter of Intent
(http://lims.dccouncil.us/_layouts/15/uploader/Download.aspx?legislationid=31817&filename=B20-0805-Land-letter-of-intent3.pdf)
- Attachment E – “District of Columbia Soccer Stadium Development Act of 2014”
(http://lims.dccouncil.us/_layouts/15/uploader/Download.aspx?legislationid=31817&filename=B20-0805-Introduction.pdf)

SECTION D — INSPECTION AND ACCEPTANCE

D.1 INSPECTION AND ACCEPTANCE

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

SECTION E — DELIVERIES OR PERFORMANCE

E.1 TERM OF CONTRACT

The term of the contract shall be for a period of up to one (1) year from date of award.

E.2 TIME OF DELIVERY ESSENTIAL

By August 6, 2014, the Contractor shall discuss its preliminary findings related to the analysis so that the Council may comment and provide the Contractor with direction on the remainder of the research and analysis. The Contractor shall provide a written draft report of its comprehensive analysis no later than Week Eight after the start date and provide a written final report of its comprehensive analysis no later than September 12, 2014 (Week Ten). The Contractor shall allot one and one half hours for each meeting referenced below. Meeting dates are subject to change.

- Week One (July 7, 2014) – Start-up Meeting, Project Plan Submission, Discuss Data Collection
- Week Five (August 6, 2014) – Meeting to Discuss Preliminary Findings
- Week Eight (August 29, 2014) - Draft Report
- Week Ten – (September 12, 2014) - Final Report

In addition, the Contractor shall allot time to provide weekly updates on the progress of the analysis.

E.3 AVAILABILITY OF INFORMATION

The Council will, upon request by the Contractor, take reasonable steps to obtain information from the Government or third-parties that is necessary for the Contractor to conduct the analysis. The Contractor shall, as part of its proposed methodology, identify the information that it anticipates it will need in order to conduct the analysis, as well as a proposed methodology of addressing—if necessary—any incomplete information that is not in the Council's custody or control.

SECTION F — CONTRACT ADMINISTRATION DATA

F.1 PAYMENT

The Council shall pay the Contractor upon receipt and approval of the required services specified herein by the Contracting Officer's Technical Representative (COTR).

The Council will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

F.2 DELIVERY RECEIPTS AND INVOICES

The Contractor shall submit proper invoices on a monthly basis. Upon completion of all deliveries signed and dated delivery receipts and invoices shall be sent to:

Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 5
Washington, D.C. 20004
Jamaine Taylor
Telephone: (202) 724-8080
Email: jtaylor@dccouncil.us

F.2.1 In accordance with District of Columbia Procurement Regulations, all goods and services delivered within a fiscal year (October 1 – September 30) must reflect an invoice date no later than September 30th. In order to comply with District of Columbia Procurement Regulations, all invoices submitted under this contract must reflect the following:

- a) Invoice Date reflecting date of delivery;
- b) Service/Billing Period no later than September 30th of the active fiscal year.

F.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- a) Contractor's name, federal tax ID and invoice date;
- b) Contract/Purchase Order number and invoice number;
- c) Description and date(s) that the services were performed;
- d) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- e) Name, title, phone number, mailing address of person to be notified in event of defective invoice; and
- e) Other supporting documentation or information, as required by the Contracting Officer.

F.3 CONTRACTING OFFICER

The Contracting Officer is the only Council official authorized to contractually bind the Council through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Nyasha Smith
Secretary to the Council
Office of the Secretary
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 5
Washington, D.C. 20004

Telephone: (202) 724-8080
Email: nsmith@dccouncil.us

F.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

Office of the Budget Director
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 508
Washington, D.C. 20004
Attn: Joseph Wolfe
Telephone: (202) 724-6132
Email: jwolfe@dccouncil.us

F.5 REQUEST FOR PROPOSAL CONTACT PERSON

The contact person is responsible for answering any questions relative to the Request for Proposal. Any questions shall be submitted no later than five (5) calendar days prior to the closing date to the following:

Office of the Secretary
Council of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 5
Attn: Dawn Cromer
Washington, D.C. 20004
Telephone: (202) 724-8127
Email: dcromer@dccouncil.us

F.6 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determinations No. 2005-2103, Revision No. 8. dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as part 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.

PART II

G.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

G.2 CONTRACTS THAT CROSS FISCAL YEARS

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

G.3 CONFIDENTIALITY OF INFORMATION

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

G.4 RIGHTS IN DATA

G.4.1 "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.

G.4.2 All data first produced in the performance of this contract shall be the sole property of the Council. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the Council under this Contract, are works made for hire and are the sole property of the Council; 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 Council any ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the Council 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 Council until such time as the Council may have released such data to the public.

G.4.3 The Contractor shall keep 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.

G.4.4 The Contractor, upon request from the Council, provide any software, source code, documentation, or other data to the Council without restriction or limitation on the Council's use thereof.

G.4.5 Nothing contained in this clause shall imply a license to the Council under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the Council under any patent.

G.5 **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 services so subcontracted shall be performed pursuant to a subcontract agreement, which the Council 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 Council for all Contractor's work and services required hereunder.

PART III

H.1 PREPARATION AND SUBMISSION OF PROPOSALS

- H.1.1 The proposer shall provide the information requested below. Responses must be in sufficient detail to provide for meaningful evaluation and assessment.
- H.1.2 Letter of Introduction / Executive Summary
The proposer shall provide detailed information on their team, including sub consultants and provide a summary of reasons for selection of the proposer. The proposer shall also establish that their team has the ability to provide objective analysis of the proposed DC United soccer stadium and Reeves Center transactions and that they have no conflict of interest.
- H.1.3 Documentation of Relevant Experience
- a) The proposer shall provide resumes for all team members and establish that
 - (1) they are qualified as expert analysts with a graduate degrees in economics or related discipline and experience performing cost benefit, economic impact, and fiscal impact analysis for real estate transactions (sports facilities preferred);
 - (2) the lead team member has experience testifying before political bodies;
 - (3) the team includes an appraiser qualified as an expert for purposes of determining the fair market value of commercial property in the District of Columbia;
 - b) To the extent the proposer has conducted relevant analyses, the provider shall provide copies of prior relevant analyses or samples thereof.
- H.1.4 Please note that very little weight will be given by evaluators to work that was performed by the corporate entities on proposer's teams, but that did not meaningfully involve individual team participants proposed for this analysis. Therefore, it is mandatory that the proposer clearly demonstrates the involvement and role of each proposed team member in preparing the report examples presented.
- H.1.5 The proposer shall present a methodology for performing the analysis and explain how they will accomplish the work within the time allotted.
- H.1.6 The proposer shall include a description of any information from the District government or third parties that the proposer will need to conduct the analysis. In addition, the proposer shall describe, if such information is unavailable, the proposed method of addressing—if necessary—any incomplete information that is not in the Council's custody or control.

H.1.7 SCHEDULE PRICE MATRIX

Deliverable	Unit	Cost per Unit
Draft Analysis	1 draft report	_____
Final Analysis	1 final report	_____
Testimony	1 hour	_____
Meetings (other than those required to Produce a report)	1 hour	_____

PART IV

SECTION I: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF PROPOSERS

I.1 TYPE OF BUSINESS ORGANIZATION

I.1.1 The proposer, 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 proposer is a foreign entity, it operates as:

an individual,

a joint venture, or

a corporation registered for business in _____

I.2 BUY AMERICAN CERTIFICATION

The proposer hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 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.

I.3 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each proposer 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.

I.4 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

a) Each signature of the proposer 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 proposer 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 proposer, directly or indirectly, to any other proposer or competitor before Contract opening unless otherwise required by law; and

(3) No attempt has been made or will be made by the proposer to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

(1) Is the person in the proposer's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs a)(1) through a)(3) above.

c) If the proposer deletes or modifies subparagraph a)(2) above, the proposer must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

I.5 CERTIFICATION OF NO ECONOMIC INTEREST

The proposer certifies that no member of the proposer’s team has previously provided services to parties involved in the transactions outlined District of Columbia Soccer Stadium Development Act of 2014 for the purpose of negotiating or seeking approval of those transactions. The proposer further certifies that no member of the proposer’s team has an economic interest in the proposed DC United soccer stadium or Reeves Center transactions.

I.6 PENDING LEGAL CLAIMS AGAINST THE DISTRICT

The Bidder must disclose any pending legal claims against the District. Pending legal claims includes, but is not limited to, Federal and District court litigation, administrative actions such as contract appeals or protests, claims for money damages from the District, and any other type of action (court or administrative) against the District. Bidders with pending legal claims against the District are not automatically precluded from contract award. If Bidder does not have any pending legal claims against the District, please indicate this below.

The Contractor hereby certifies that the information provided above is true, correct and complete.

Signature

Date

Title

SECTION J: INSTRUCTIONS, CONDITIONS AND NOTICES TO PROPOSERS

J.1 METHOD OF AWARD

J.1.1 The Council reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the Council.

J.1.2 The Council intends, but is not obligated, to award single a contract resulting from this solicitation to the responsive and responsible proposer(s) whose offer is most advantageous to the Council (i.e. represents the “best value”), based upon the evaluation criteria specified in J.1.3..

The Council may select from the offers received a set of proposals which it deems to be within a competitive range and conduct discussions with these Offerors who may subsequently be requested to submit proposal revisions from which a final selection may be made.

J.1.3 Proposals will be evaluated on the following criteria:

a) PRICE AND DSLBD PREFERENCE POINTS

Proposals will be awarded up to 15 points for price.

- ✓ Actual point assigned to each Offeror in this category will be based on the offeror's total price and will be computed in accordance with the following formula.
- ✓ The Offeror with the lowest price will receive the maximum points. All other proposals will receive a lower total score that is directly proportional to the difference between the lowest price and the price of the proposal being evaluated.

Evaluated Price Score = $15 * (\text{Lowest Price} / \text{Proposal Being Evaluated})$

In addition, up to 12 preference points shall (if applicable) be added to the price score (rounded up or down):

- ✓ Local Business Enterprises certified by Department of Small and Local Business Development (DSLBD) = 2 points
- ✓ Small Business Enterprises certified by DSLBD = 3 points
- ✓ Disadvantaged Business Enterprises certified by DSLBD = 2 points
- ✓ Resident Owned Business certified by DSLBD = 5 points
- ✓ Business is located in an Enterprise Zone as certified by DSLBD = 2 points
- ✓ Longtime Resident Business certified by DSLBD = 5 points
- ✓ Veteran Owned Business certified by DSLBD = 2 points
- ✓ Local Manufacturing Business Enterprise certified by DSLBD = 2 points.

b) QUALIFICATIONS

Proposals will be awarded up to 55 points for qualifications.

- ✓ Key team members proposed to work full-time on the analysis have been meaningfully involved in performing cost benefit, economic impact, and fiscal impact analysis for real estate transactions for at least 5 years. The Offeror shall provide a list of similar analyses performed within the last 5 years. The Offeror shall provide resumes of persons that will be assigned to the contract resulting from this solicitation. = 0-20 points.
- ✓ Lead team member has experience testifying before and responding to questions from a political body = 0-10 points.
- ✓ Lead team member has 10 years of experience with performing cost benefit, economic impact, and fiscal impact analysis for real estate transactions = 0-5 points.
- ✓ Lead team member has experience performing cost benefit, economic impact, and fiscal impact analysis for sports facilities = 0-5 points.

- ✓ Team includes an appraiser qualified as an expert for purposes of determining the fair market value of commercial property in the District of Columbia = 0-10 points.
- ✓ Team has a demonstrated ability to provide objective analysis of the proposed transactions with no known or potential conflicts of interest = 0-5 points.
- ✓ Provide the contact information for a reference from three (3) clients. The Council may contact the reference.

c) **METHODOLOGY**

Proposals will be awarded up to 30 points for methodology.

- ✓ Implementation plan for performing the analysis that includes a timeline for milestones = 0-15 points.
- ✓ Identified resources (i.e. personnel, materials, and other assets) needed to perform the analysis and submit a report by September 12, 2014 = 0-10 points.
- ✓ Identified information needed to perform the analysis = 0-5 points.

J.2 **PREPARATION AND SUBMISSION OF PROPOSALS**

- J.2.1 Proposers shall submit a signed original and three (3) copies. The Council will not accept a facsimile copy of a proposal as an original proposal. All items accepted by the Council, all pages of the Request for Proposals (RFP), all attachments and all documents containing the proposal shall constitute the formal contract. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. (as specified in Section A.3)
- J.2.2 The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the proposer. Each proposer shall return the complete solicitation as its proposal.
- J.2.3 The Council may reject as non-responsive any proposal that fails to conform in any material respect to the RFP.
- J.2.4 The Council may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Proposers shall make no changes to the requirements set forth in the solicitation.

J.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Proposers 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. Proposers 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.

J.4 PROPOSAL SUBMISSION DATE AND TIME

Proposals must be submitted no later than **4:00 pm Eastern Standard (EST) time on July 1, 2014.**

J.5 WITHDRAWAL OR MODIFICATION OF PROPOSALS

A proposer may modify or withdraw its proposal upon written, email notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the exact time set for opening of proposals.

J.6. LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

J.6.1 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 no later than the fifth (5th) day before the date specified for receipt of proposals; or
- 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 Council after receipt.

J.6.2 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 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 proposer can furnish evidence from the postal authorities of timely mailing.

J.6.3 LATE SUBMISSIONS

A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

J.6.4 LATE MODIFICATIONS

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

J.6.5 LATE PROPOSALS

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

J.7 HAND DELIVERY OR MAILING OF PROPOSALS

Proposers must deliver or mail their proposals to the address in Section A.8 of the cover page.

J.8 ERRORS IN PROPOSALS

Proposers are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the proposer's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

J.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective proposer has any questions relative to this solicitation, the prospective proposer shall submit the questions in writing to the Contracting Officer. The prospective proposer shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective proposers. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any other prospective proposers. Oral explanations or instructions given before the award of the contract will not be binding.

J.10 FAILURE TO SUBMIT PROPOSALS

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contracting Officer, 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, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contracting Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

J.11 PROPOSAL PROTESTS

Any actual or prospective proposer or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to proposal opening or the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or 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 this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW., Suite 430, Washington, D.C. 20005. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

J.12 SIGNING OF PROPOSALS

J.12.1 The Contractor shall sign the proposal and print or type its name on the Solicitation. Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the proposer and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals 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.

J.12.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the proposer or Contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Proposers shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a proposal rejection.

J.13 **ACKNOWLEDGMENT OF AMENDMENTS**

The proposer 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of proposals. Proposer's failure to acknowledge an amendment may result in rejection of the proposal.

J.14 **LEGAL STATUS OF PROPOSER**

Each proposal must provide the following information:

J.14.1 Name, address, telephone number, D-U-N-S number and federal tax identification number of proposer;

J.14.2 A copy of each District of Columbia license, registration or certification that the proposer is required by law to obtain. This mandate also requires the proposer to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2861 et seq. (2001), if the proposer is required by law to make such certification. If the proposer 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 proposer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

J.14.3 If the proposer 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.

J.15 **STANDARDS OF RESPONSIBILITY**

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

- J.15.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- J.15.2 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;
- J.15.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- J.15.4 Evidence of compliance with the applicable District licensing and tax laws and regulations;
- J.15.5 Evidence of a satisfactory performance record, record of integrity and business ethics;
- J.15.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them;
- J.15.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and
- J.15.8 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsive.