	FOR QUOTAT		he Notice of Small Business P is is is not applicable.	urcnase Set-	Aside on the reve	rse or this r	orm	1	AGE OF PAG
1. REQUISITION	<i>IIS IS NOT AN ORDER</i> ON NO.	2. DATE ISSUE		REQUEST NO.	4. COMMOD	ITY GROU	P AND R	ATING	
DCAB-20	DCAB-2025-Q3-00OS 5/22/25			CLASS					
5A. ISSUED B		3122123			6. DELIVER I				
Council of the District of Columbia					days from date of award				
	Pennsylvania Av		•		7. DELIVERY				
	ngton, DC 2000								
5B. FOR INFO	RMATION CALL: (Nan	ne and telephone			☐ ☐ FOB DES	TINATION	Пот	ΓHER (See	Schedule)
	Evans		cromer@dccouncil.	gov					
8 TO: NAME A	hone # (202) 72 AND ADDRESS, INCLU	4-8127 JDING ZIP CODE			9 DESTINAT	ION (Cons	signee and addr	ess includ	ina ZIP code)
					DESTINATION (Consignee and address, including ZIP code)				
Prospecti	ve Offerors						istrict of Co		
					1350 Pennsylvania Ave, N.W., Suite 5				
					Washington, D.C. 20004				
10. PLEASE F	URNISH QUOTATION	S 11. BUSIN	ESS CLASSIFICATION (Chec	ck appropriate	e boxes)				
TO ISSUING C 4:00 PM (Date	OFFICE ON OR BEFOR)	RE							
June 2,									
		SMAL Smation and que	L LOCA tations furnished are not offer			DVANTAG			ESIDENT-OWNED
not commit the	Government to pay an	y costs incurred i	n the preparation of the submis	ssion of this o	uotation or to con	tracts for s	upplies or servi	ces. Suppl	
uniess otherwis	se indicated by quoter.		2. SCHEDULE (Include appli				completed by	irie quoter.	
ITEM NO.		SUPPLIE	S/SERVICES		QUANTITY	UNIT	UNIT PR	RICE	TOTAL
(a)			(b)		(c)	(d)	(e)		(f)
	Council of the	District of C	olumbia is seeking a						
Council of the District of Columbia is seeking a contractor(s) to provide Real Estate Development			nt						
Evaluation Services									
Bidder shall submit Resume(s) with RFQ									
			d price/hourly rates f						
			tion Services in acco Services and Price/C						
			ecifications and Work						
	Statement.	oription, spe	cifications and work						
	Submit Bids to	0:							
	Dawn Evans								
Council of the District of Columbia									
	1350 Pennsylv	· · · · · · · · ·	W., Suite C-7						
	Washington, D	C 20004							
	(email) dcrome	er@dccounci	<u>l.gov</u>						
13 DISCOL	JNT FOR PROME	PT PAYMENT	10 CALENDAR DAYS		20 CALENDAR	30 CALE	NDAR DAYS		CALENDAR DAYS
10. 2.000		,			DAYS				
				%	%			%	%
14. NAME ANI	O ADDRESS OF QUOT	ER (Street. city	county, State and ZIP Code)	14. SIGN/	ATURE OF PERSO	OHTUA NC	ORIZED TO	16. F	ATE OF QUOTATION
	nt Tax ID number	(,,	, , .		QUOTATION				
				17. NAME	AND TITLE OF S	SIGNER (T	pe or print)	1 -	ELEPHONE NO. Include area code)
1									•

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Bidder shall state TAX ID No.:	
District of Columbia Supply Schedule No.:	-
GSA Schedule:	
Open Market Solicitation with Preference Points given to Small Local Business Dev	elopment Enterprise.

Award Basis: Lowest Price and time of completion but may include subjective factors such as past performance, creativity, and non-traditional concepts and layout.

Notice: Council of the District of Columbia requires all vendors to have an approved contract or purchase order in place prior to providing goods or services. Entering into contracts verbally or without appropriate authorization is prohibited. Any vendor who delivers services or goods to the District without a proper contract is doing so entirely at their own risk. The Council does not pay for goods or services that were provided without the benefit of a properly executed contract.

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

B.1 ORDERING CLAUSE

- **B.1.1** Any services to be furnished under this agreement must be ordered by issuance of a purchase order by the Contracting Office or Ordering Official. Such orders may be issued during the term of this agreement.
- **B.2.2** All purchase orders are subject to the terms and conditions of this agreement. In the event of a conflict between the purchase order and this agreement, the agreement shall control.
- **B.2.3** If mailed, purchase order is considered "issued" when the Council of the District of Columbia deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

The Council seeks expert advice on the proposal pertaining to the real estate development of the old RFK Stadium and surrounding acreage and to provide a professional opinion as to the valuation of this development project. <u>Due to the nature of the legislative process and full Council legislative approval needed, the time of completion for the preliminary report is aggressive with a completion date of Monday, June 30, 2025.</u>

C.2 BACKGROUND

As a requirement of D.C. Code §18-801, The Council of the District of Columbia (Council) from time to time will receive contract proposal packages from the Executive Office of the Mayor for review and approval. The Mayor has stressed the importance of these transactions to the District and its economy and has indicated that from her perspective, the primary purpose of the transactions is to spur economic development and create jobs and economic opportunity for District residents.

The Contractor will provide an independent economic evaluation of the transactions, verify the stated findings and benefits, give due consideration to public costs, 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, if needed, on the results of the analysis.

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C.3 REQUIREMENTS

The Council is contracting for the review of the real estate development proposal associated with the old RFK Stadium property and surrounding acreage located at 2400 East Capitol St NE, Washington, DC 20003, and to provide a professional opinion as to the valuation of this proposal. The preliminary report shall be completed no later than June 30, 2025.

The desired services and delivered project shall include the following:

- 1. Prepare deal comparisons and benchmark to other similar deals and municipalities, contrasting previous deals based on key features and identifying areas for District opportunity.
- 2. Comment on proposed deal terms, benefitting from deal comparisons (#1 above), with the goal of improving the deal for the District.
- 3. Assist the Office of the Budget Director on the office's economic analysis of the Mayor's proposal. Comment on the Team's traffic and other studies.
- 4. Prepare a robust Risk Analysis, digging into the deal terms and the exposure and penalties for the District.
- 5. Work with Real Estate counsel or a third-party real estate advisor to analyze the proposed development of the two non-stadium parcels with the goal of protecting the District and providing value for taxpayers.

C.4 DELIVERABLES

COTR shall negotiate immediately with the successful contractor to determine completion schedule for the delivery of preliminary report.

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PART I

SECTION E - INSPECTION AND ACCEPTANCE

E.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.

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PART I

SECTION F – DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

F.1.2 The term of the contract shall be from date of award through September 30, 2025.

F.2 TIME OF DELIVERY ESSENTIAL

F.2.1 Time of delivery is of the essence. Delivery shall be made on or before *June 30*, 2025

Real Estate Development Evaluation Services

PART I

SECTION G - CONTRACT ADMINSTRATION DATA

G.1 PAYMENT

G.1.1 The District shall pay the Contractor upon receipt and approval of the required services specified herein by the Contracting Officer's Technical Representative (COTR).

G.2 DELIVERY RECEIPTS AND INVOICES

G.2.1 Upon completion of all deliveries signed and dated delivery receipts and invoices shall be sent to:

Council of the District of Columbia

Jamaine Taylor

1350 Pennsylvania Avenue, N.W., Suite 5

Washington, D.C. 20004 Telephone: (202) 724-8082 Email: jtaylor@dccouncil.us

G.2.2 The contractor shall submit final invoices no later than thirty (30) days after the expiration of the contract.

G.3 CONTRACTING OFFICER

G.3.1 The Contracting Officer is the only District official authorized to contractually bind the District through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

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

Telephone: (202) 724-8080 Email: nhoward@dccouncil.gov

G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (CORT)

G.4.1 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:

G.5 REQUEST FOR PROPOSAL CONTACT PERSON

G.5.1 The contact person is responsible for answering any questions relative to the Request for Quote. Any questions shall be submitted no later than five (5) calendar days prior to the closing date to the following:

Dawn Evans
Procurement Manager
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite C-7
Washington, D.C. 20004
Telephone: (202) 724-8127

Email: dcromer@dccouncil.gov

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H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor(s) 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

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 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 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.3 RIGHTS IN DATA

- **I.3.1** "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.
- All data first produced in the performance of this contract shall be the sole I.3.2 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 the 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.

Real Estate Development Evaluation Services

- **I.3.3** 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.
- **I.3.4** 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.

I.4 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.

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PART III

J.1 SCHEDULE PRICE FOR

Deliverable (hours/days)	Unit	Cost per Unit	Time to Complete
Preliminary Analysis	1 preliminary rp	t	
Testimony (as needed)	1 hour		
Meetings (other than required to produce a report)	1 hour		

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1			r, by checking erates as:	the applicable	box, rep	resent	s that				
		a	corporation	incorporated	under	the	laws	of	the	State	of:
		a	n individual, partnership, nonprofit orga joint venture.	nization, or							
	(b)		If the bidder	is a foreign ent	ity, it op	erates	as:				
		a j	n individual, joint venture, o corporation re	or gistered for bus	iness in						
						(Countr	y)			

K.3 BUY AMERICAN CERTIFICATION

The bidder 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. EXCLUDED END PRODUCTS COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

	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.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the bidder 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 bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or

Real Estate Development Evaluation Services

- (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 Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
 - 1) Is the person in the bidder'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 bidder'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 bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- **L.1.1** The Council reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the Council.
- **L.1.2** The Council intends, but is not obligated, to award single_contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 Bidders shall submit quotes electronically. The Council will not accept a facsimile copy of a bid as an original bid. All items accepted by the Council, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted marked: "Bid in Response to Request for Quotation No. (as specified in Section A.3)
- **L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- **L.2.3** The Council may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- **L.2.4** The Council may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders 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. Bidders 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.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 4:00pm Eastern Standard (EST) time on Monday, June 2, 2025.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

- **L.6.1** Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
 - b. The bid or modification was sent by mail or email 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.

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L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either electronically or 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 bid, 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 ELECTRONIC OR HAND DELIVERY OR MAILING OF BIDS

Bidders must electronically submit their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE REQUEST FOR QUOTE

If a prospective bidder has any questions relative to this request, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder 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 bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this request not responding with a bid 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 bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the request 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 bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids 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 bids 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. 20005. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

- L.12.1 The Contractor shall sign the bid and print or type its name on the Request for Quotation form of this solicitation. Each bid must show a full business address and telephone number of the bidder 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 bid. Bids 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.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid 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. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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 bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

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

Real Estate Development Evaluation Services

- **L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder 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 bidder is required by law to make such certification. If the bidder 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 bidder shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- **L.15.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 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.

- **L.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- **L.16.2** 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.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- **L.16.4** Evidence of compliance with the applicable Council licensing and tax laws and regulations;
- **L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics;
- **L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them;

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- **L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and
- **L.16.8** 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 non-responsive.