DC DEPARTMENT OF GENERAL SERVICES

CONDITIONS APPLYING TO SOLICITATION AND OFFEROR'S ACKNOWLEDGEMENT

THE UNDERSIGNED hereby certifies that it has read and affirms that its offer in response to **Solicitation No. DGS-RFS-OCTO-2024-09** is submitted subject to the following conditions of solicitation:

100 Limitation on DGS' Authority to Lease

Offerors should be aware that execution by DGS of a lease for an expenditure in excess of $1,000,000 in any 12-month period is subject to authorization by the Council of the District of Columbia pursuant to Section 451 of the District of Columbia Home Rule Act approved December 24, 1973, 87 Stat. 803, Pub. L. 93-198, D.C. Official Code § 1-204.51 (2014 Supp.). All financial obligations of the District under a lease or any other agreement are subject to the provisions of (i) the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1351 and 1511-1519, (ii) Section 446 of the District of Columbia Home Rule Act, approved December 24, 1973, D.C. Official Code § 1-204.46 (2012 Repl.), (iii) Section 603(e) of the District of Columbia Home Rule Act, approved December 24, 1973, D.C. Official Code § 1-206.03(e) (2012 Repl.), and (iv) the District Anti-Deficiency Act of 2002, effective April 4, 2003, D.C. Law 14-285, D.C. Official Code § 47-355.01 et seq. (2012 Repl. and 2014 Supp.), each as may be amended from time to time. The District cannot obligate itself to expend any funds without first obtaining a congressional appropriation of funds for such purpose. DGS makes no commitment (nor is authorized to make any commitment) to enter into any lease and does not intend to proceed with any proposed lease until all applicable laws have been satisfied.

101 DGS reserves the right with respect to the Solicitation to:

a. Cancel, withdraw or modify the Solicitation prior to or after the submission deadline;
b. Modify or issue clarifications to the Solicitation prior to the submission deadline;
c. Reject any submission it deems incomplete or unresponsive to the submission requirements;
d. Consider a submission that is in noncompliance with the submission requirements;
e. Reject all submissions that are submitted under the Solicitation;
f. Modify the deadline for submissions or other actions; and
g. Reissue the Solicitation, a modified Solicitation, or a new Solicitation whether or not any submissions have been received in response to the initial Solicitation issuance.

DGS may exercise one or more of these rights, in its sole discretion, as it may deem necessary, appropriate, or beneficial to the District.

102 Notice of Modifications

DGS will post on its website (http://DGS.dc.gov) any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this Solicitation. Offerors shall have an obligation to check the website for any such notices and information, and DGS shall have no duty to provide direct notice to Offerors.

103 Further Efforts

DGS may request that Offerors clarify their submissions and/or submit additional information pertaining to their submissions. DGS may request best and final submissions from any Offeror and/or request an oral presentation from any Offeror.

104 Restricted Communications

Upon release of this Solicitation and until selection of an Offeror, Offerors shall not communicate with DGS staff or other District staff about the Solicitation or issues related to the Solicitation except as authorized in this Solicitation or in a public meeting in connection with this Solicitation.

105 Selection Non-Binding

The selection by DGS of an Offer indicates only an intent by DGS to negotiate with the Offeror and the selection does not constitute a commitment by DGS to execute a final lease with the Offeror. DGS may terminate, in its sole and absolute discretion, negotiations with any Offeror if such Offeror introduces comments or changes to a lease agreement that are inconsistent with its previously submitted offer materials.

106 No Conflicts of Interest, Improper Influence, Etc.

In its response to the Solicitation, the Offeror shall represent and warrant the following to the District.

1. The compensation to be requested, offered, paid or received in connection with this Solicitation has been developed and provided independently and without consultation, communication or other interaction with any other competitor for the purpose of restricting competition related to this Solicitation or otherwise.

2. No person or entity employed by the District or otherwise involved in preparing this Solicitation on behalf of the District (i) has provided any information to potential Offerors which was not made available to all entities potentially responding to this Solicitation, (ii) is affiliated with or employed by or has any financial interest in any potential Offeror, (iii) has provided any assistance to potential Offeror in responding to this Solicitation, or (iv) will benefit financially if any Offeror is selected in response to this Solicitation.

3. The Offeror has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under this Solicitation or any other solicitation or other contract, and Offeror has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Offeror has not and shall not offer, give or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this Solicitation. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this Solicitation, if any, or any other contract with the District), etc., which might tend to obligate a District employee to Offeror, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

4. The Offeror shall report to the District directly and without undue delay any information concerning conduct which may involve: (a) corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or (b) any solicitation of money, goods, requests for future employment or benefit of thing of value, by or on behalf of any government employee, officer or public official, any Offeror employee, officer, agent, subcontractor, or labor official, or other person for any purpose which may be related to the procurement of this Solicitation by Offeror, or which may affect performance in response to this Solicitation in any way.

5. No member, employee, contracted agent, or consultant of Offeror was a District employee, consultant, or contractor to the District within three (3) years prior to the publication of the Solicitation except as Offeror has disclosed in writing to DGS as part of its Offer. Offeror will notify DGS of any new hire of an employee, contracted agent, or consultant who was a District employee, consultant, or contractor to the District within three (3) years prior to the publication of the Solicitation within five (5) days of any such hire.

Required disclosures and representations notwithstanding, failure to comply with any obligation described in this Section 106 may result, in DGS' sole and absolute discretion, in the Offeror's disqualification from consideration under this Solicitation, the rescission of the Offeror's award, and/or termination of any agreement between the Offeror and the District.

107 Confidentiality

Submissions and all other information submitted in response to a Solicitation are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 et seq.) ("**FOIA**"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category.

If an Offeror provides information that it believes is exempt from mandatory disclosure under FOIA ("exempt information"), the Offeror shall include the following legend on the title page of the submission:

THIS PROPOSAL CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT

In addition, on each page that contains information that the Offeror believes is exempt from mandatory disclosure under FOIA, the Offeror shall include the following separate legend:

THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT

On each such page, the Offeror shall also specify the exempt information and shall state the exemption category within which it believes the information falls.

Although DGS will generally endeavor not to disclose information designated by the Offeror as exempt information, DGS will independently determine whether the information designated by the Offeror is exempt from mandatory disclosure. Moreover, exempt information may be disclosed by DGS, at its sole discretion, unless otherwise prohibited by law, and the District shall have no liability related to such disclosure.

108 Ownership and Use of Submissions

All submissions shall be the property of the District. The District may use any and all ideas in any submission, whether the submission is selected or rejected.

109 Non-Liability

By participating in the Solicitation process, the Offeror agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this solicitation.

110 Questions

Any questions regarding this Solicitation should be submitted via e-mail **scott.clark@dc.gov**. Offerors shall not direct questions to any other person affiliated directly or indirectly with the District. Responses to Offeror questions will be posted to the Department of General Services (DGS) website at: **http://DGS.dc.gov**.

Date: _____

Name : _____

Print/Sign

Title of Offeror:_____