



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Blanket Purchase Agreement No. CFOPD-19-A-008B
For Real Estate Development Advisory Services
With
CohnReznick LLP

The District of Columbia Office of the Chief Financial Officer (District), Office of Contracts, hereby issue a Blanket Purchase Agreement (BPA) No: CFOPD-19-A-008B between the District CohnReznick LLP (Contractor). This BPA is issued in accordance with District of Columbia procurement regulations contained in Title 27 DCMR Section 1802 and is subject to the terms and conditions contained herein.

1. Minimum Requirement

- 1.1 The Contractor shall provide real estate assessor services for the District in the following categories as required in Attachment A, Scope of Work.

Category	Real Estate Advisory Service
4	Valuation and Market Studies
5	Analysis and Administration of Special Assessments

- 1.2 The Contractor shall, at minimum, perform real estate development advisory services for the District in accordance with the Contractor's approach stated in Attachment B, Technical Approach.

2. Price Schedule

- 2.1 The Contractor's pricing to provide real estate development advisory services required herein for the District shall be stated in Attachment C, Pricing Schedule.
- 2.2 All pricing shall be stated as fixed hourly rates that include wages, overhead, general and administrative expenses, travel expenses, profit, and materials required at cost.

3. Period of Performance

- 3.1 **Base Period.** The term of the BPA shall be from date of award specified on the cover page of this BPA through October 31, 2019.

3.2 The District may extend the period of performance of this BPA by exercising a maximum of four (4), one (1) year option periods at the prices listed in Attachment C, Pricing Schedule of this BPA.

3.3 Option periods may consist of a year, a fraction thereof, or multiple successive fraction of a year at the prices in the BPA. The District shall provide written notice of its intent to renew an option period prior to the expiration of this BPA.

4. Limitation of this Agreement

4.1 This BPA is not a contract, does not obligate any funds or purchases, and does not state or imply that the District will procure goods or services from the Contractor.

4.2 No individual task order shall exceed \$100,000, unless specifically authorized by the Contracting Officer in writing.

4.3 The aggregate total of task orders shall not exceed \$900,000 per annual period of performance, unless specifically authorized by the Contracting Officer in writing.

5. District's Obligation

5.1 The District is obligated only to the extent of authorized purchases actually made in accordance with this BPA. Authorized purchases are defined as purchases involving an executed task order or purchase order.

6. Ordering Procedures

6.1 The Contracting Officer is the only authorized District representative to execute task orders against this BPA. Task orders will be in the form of a task order document or purchase order. Each task order shall include a not-to-exceed amount.

6.2 Ordering of goods and/or services against this BPA must correspond to an executed task order. Orders are considered placed once issued via fax or email by the District.

6.3 The District may purchase its requirements of the services included herein from the Contractor. The District has no estimated quantity of services to be ordered under this BPA. As such, this BPA shall not be construed as a representation that a quantity of services will be required or ordered, or that conditions affecting requirements will be stable. This BPA shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

6.4 Any order issued during the effective period of this BPA and not completed within that period shall be completed by the Contractor within the time specified in the order. The BPA shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the BPA's effective period.

7. Payment

- 7.1 The District will pay the Contractor for satisfactory delivery of the good(s)/service(s) in accordance with the price schedule herein. However, no payment of a task order will surpass the not-to-exceeded amount.
- 7.2 The Contractor warrants that the prices for the good(s)/service(s) shall be as low as or lower than prices charged to the supplier's most favored customer from comparable quantities under similar terms and conditions.

8. Contracting Officer

- 8.1 The Contracting Officer is the only District official authorized to contractually bind the District, for this BPA is as follows:

Drakus Wiggins, Contracting Officer
Office of Chief Information Officer
Office of Contracts
1100 4th Street, SW, Suite E610
Washington, DC 20024
(202) 442-7012 (voice)
(202) 442-6454 (facsimile)

9. Contracting Officer's Technical Representative (COTR)

- 9.1 The Contracting Officer's Technical Representative (COTR) is responsible for general administration of the BPA including:
 - a. Records of orders placed;
 - b. Total dollar value of orders;
 - c. Records of invoices received;
 - d. Approved day-to-day operations of the BPA; and
 - e. Advising the Contracting Officer as to the Contractor's compliance or noncompliance with the terms and conditions of the BPA.
- 9.2 The COTR will determine when goods and/or services are needed, then notify the Contractor of the delivery to be performed. Also, the COTR shall verify invoices and certify payment of the invoices.

The COTR for this BPA is as follows:

Nate Cruz
Senior Policy Analyst
Office of Economic Development Finance
1101 4th Street, SW, Suite W772
Washington, DC 22024
Tel: 202-727-4364

10. Invoicing

- 10.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the BPA.
- 10.2 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.
- 10.3 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

11. General Terms and Conditions

- 11.1 The terms and conditions included in this BPA shall apply to all purchases made pursuant to the BPA. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

12. Applicability of Standard Contract Provisions

- 12.1 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 BPA. To obtain copy of the SCP go to <http://ocp.dc.gov>, click on Required Solicitation Documents under "Quick Links for Vendors", then click on Standard Contract Provisions (March 2007).

13. Insurance

- 13.1 The Contractor shall secure, pay the premiums for and keep in force until the expiration of this BPA and any renewal thereof, adequate insurance as necessary and all applicable licenses and industry certification necessary to perform the requirement.
- 13.2 If automobile equipment is used in the operation, the Contractor shall carry comprehensive automobile insurance applicable to owned and hired vehicles against liability for bodily injury and property damage and in the amount not less than required by the District's Compulsory/No Fault Vehicle Insurance Act, as amended and 27 DCMR 2712.

14. Additional Terms and Conditions

- 14.1 The Contractor may use e-mail, facsimile and/or other electronic means (including data processing, cloud storage, data or document storage, cloud computing and/or file sharing) to communicate, transmit, share and store documents under this BPA.
- 14.2 The Contractor's maximum liability to the District for any acts or omissions (including negligent acts and omissions) by the Contractor arising out of or related to this BPA or any task order or any services provided to the District will be limited to the amount paid for the services. This limitation shall not apply to the extent it is determined that the loss was caused by the Contractor's gross negligence or willful misconduct. In no event shall either the District or the Contractor be liable to

the other for any consequential, incidental, indirect, punitive or special damages, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

- 14.3 The Contractor agrees to indemnify and hold harmless the District, its officers, agencies, departments and employees (collectively the "District") from and against any and all third party claims and resulting damages, liabilities or losses (including costs and reasonable legal fees) arising out of or related to physical injury to persons, death or damage to tangible property resulting from the acts or omissions of the Contractor or its officers, employees, agents, servants, subcontractors or any other person acting for or by permission of the Contractor in performance of this BPA.

The indemnification obligation in the preceding paragraph shall not be limited by the existence of any insurance policy or by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor, and shall survive the termination of this BPA. The District agrees to give the Contractor written notice of any claim of indemnity under this section. Monies due or to become due the Contractor under this BPA may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

The services, work product, deliverables, advice and/or recommendations (collectively, "Deliverables") provided under this contract are for the use and benefit of the District only. Accordingly, the District shall indemnify and hold harmless the Contractor from and against any and all claims by third parties and resulting damages, liabilities or losses (including costs and reasonable legal fees) arising out of or related to a third party's use or reliance on the Deliverables or the services provided to the District.

This section 14.3 replaces and supersedes Section 9 of the Standard Contract Provisions.

- 14.4 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.
- 14.5 The Contractor may terminate this BPA or any task order upon 10-day advance written notice to the District: (a) if the Contractor determines in its professional judgment that it is unable to complete the services in accordance with applicable law or professional standards, (b) for reasonable cause (including failure of the District to provide the information or cooperation necessary for successful performance of the services), or (c) if the District's account becomes 30 days or more overdue.

15. Attachments

1. Attachment A, Scope of Work
2. Attachment B, Contractor's Technical Approach
3. Attachment C, Contractor's Pricing Schedule
4. Attachment D, Standard Contract Provisions
5. Attachment E, Bidder Offeror Certification Form

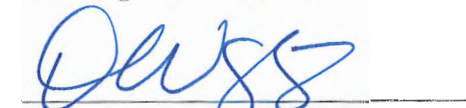
AGREED TO BY:

CohnReznick LLP
7501 Wisconsin Ave., Suite 400E
Bethesda, MD 20814


Patricia McGarr
Principal

Date 12.4.2018

Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, SW, Suite E610
Washington, DC 20024


Drakus Wiggins, CPPB, CPPO
Contracting Officer

Date 12/21/18