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

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-008H between the District Newmark Knight Frank (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

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-exceeded 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.

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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. 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
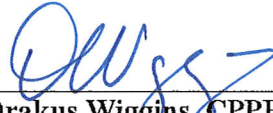
AGREED TO BY:

Newmark Knight Frank
840 First St., NE Ste.460
Washington, DC 0002

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Patrick C. Kerr
Sr. Managing Director

Date 10/23/18

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

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Drakus Wiggins, CPPB, CPPO
Contracting Officer

Date 12/20/18