



**REQUEST FOR PROPOSAL
SOLICITATION DCAM-23-CS-RFP-0033**

**ST. ELIZABETHS EAST CAMPUS
PARKING GARAGE MANAGEMENT SERVICES**

Solicitation Issue Date:	October 16, 2023
Pre-proposal Conference and: Site Visit:	October 18, 2023, at 10:00AM R.I.S.E Demonstration Center
Virtual Questions and Answers:	October 25, 2023, at 10:00AM
Deadline for Questions:	November 1, 2023, by 4:00PM
Due Date for Proposals:	November 15, 2023, by 2:00PM
Contact:	James H. Marshall Contracting Officer Contracts & Procurement Division 2000 14 th Street NW 4 th Floor Washington, DC 20009 202 664-0416 james.marshall@dc.gov

All correspondence concerning this Request for Proposal should be submitted to
James H. Marshall via the DGS portal at
<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

SOLICITATION/OFFER/ AWARD				1. Caption		Page of Pages	
				St. Elizabeths East Campus – Parking Garage Management Services		1	81
2. Contract Number		3. Effective Date		4. Requisition/Purchase Request/Project No.			
DCAM-23-CS-RFP-0033		See Block 20					
5. Issued By: James H. Marshall			Code	6. Administered by (If other than line 5)			
Department of General Services Contracts and Procurement Division 3924 Minnesota Avenue NE 5 th Floor Washington, DC 20019				Department of General Services Facilities Management Division 3924 Minnesota Avenue NE 4 th Floor Washington, DC 20019			
8. Name and Address of Contractor (No. street, city, county, state and Zip Code)				8. Delivery			
				<input type="checkbox"/> FOB Origin Other (See Schedule Section F)			
				9. Discount for prompt payment Net thirty (30) Days			
Code		Facility		10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)			Item 6
11. Ship to/Mark For			Code	12. Payment will be made by			Code
				Government of the District of Columbia			
13. Acknowledgement of Amendments The Offeror acknowledges receipt of solicitation amendments. X _____ Signature				14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item	15B. Supplies/Services			15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
	Please see Section B.3.1 (Attachment J.12)						
TOTAL AMOUNT OF CONTRACT							
16. Table of Contents							
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PROCUREMENT SCHEDULE							
ISSUE DATE		10/16/2023					
PRE-PROPOSAL CONFERENCE AND SITE VISIT		10/18/2023 at 10:00am, R.I.S.E Demonstration Center (Reference L.4.1) Site Visit to follow immediately after the Pre-proposal Conference (Only Site Visit scheduled) (Reference L.4.2)					
VIRTUAL QUESTION AND ANSWER SESSION		10/25/2023 at 10:00am Join Teams Meeting at Click here to join the meeting (reference L.4.1.1)					
DEADLINE FOR QUESTIONS		11/1/23/2023 by 4:00pm					
PROPOSAL CLOSING DATE		11/15/2023 by 2:00pm					
Contracting Officer will complete Item 17 or 18 as applicable							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) The contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-23-CS-RFP-0033 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print)				20A. Name of Contracting Officer			
19B. Name of Contractor			19C. Date Signed		20B. District of Columbia (Signature of Contracting Officer)		20C. Date Signed
(Signature of person authorized to sign)							
Government of the District of Columbia							

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

The Government of the District of Columbia (the “District”), acting by and through its Department of General Services (the “Department” or “DGS”) seeks to engage a Small Business Enterprise (“SBE”) firm, certified by the D.C. Department of Small & Local Business Development (“DSLBD”) as a SBE (the “Contractor”), to provide parking garage management services (“Parking Management Services”), as described herein, at the St. Elizabeth East Campus Parking Garage (the “St. Elizabeth’s Parking Garage”) located at the intersection of Cypress Street SE and the temporary 13th Street SE. The garage contains approximately 750 parking spaces on seven (7) levels with two (2) levels below entry level off of 13th Street and five (5) levels above. Please see **Attachment J.11** for the layout of the parking garage. The Parking Management Services to be performed hereunder by the Contractor shall consist of parking garage operations and management, revenue collections/accounting, and maintenance services.

B.2 TYPE OF CONTRACT

The District contemplates the award of a Fixed-Price Incentive type contract in accordance with **47 DCMR 2408.01** (the “Contract”).

B.2.1 The Fixed-Price Incentive Contract resulting from this RFP shall contain the following types of prices and cost component:

- a)* The Parking Management Services shall be based on firm-fixed monthly rates based on raw operations cost for providing all services on a monthly basis. All profit earned by the Contractor shall be tied to the monthly incentive fee, calculated as described immediately below.
- b)* Payment of the monthly incentive fee shall be calculated based on the earned gross revenues of public parking operations in accordance with the proposed incentive percentage rate for any given month (in arrears), beginning with base period (“Base Period” or “BP”) and through the term of the Contract.

B.3 PRICE - COST SCHEDULES

The Firm-Fixed monthly operation rates for the Parking Management Services in conjunction with its earned incentive fee shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all of the service requirements including, but not limited to, all labor, supplies, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, overhead and profit tied to the Contractor’s incentive fee ***only*** (exclusive of any overhead and profit tied to the Contractor’s firm-fixed monthly operation rates, which shall be prohibited as noted in Section B.2.1 (a.) and (b.) above), insurance coverage and provisions as required in Section I.14, as well as all applicable year-over-year service cost increases due to market

variables and any increase to labor category, direct hourly rates issued by the U.S. Department of Labor Service Contract Act Wage Determination and or the D.C. Living Wage Act of 2006 (**Attachment J.3**) (whichever prevailing wage is applicable under the award of the Contract and all subsequent Option Periods) and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.

B.3.1 PRICE SCHEDULE/COMPENSATION

Refer to Attachment J.12.

B.4 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprises (“SBEs”) under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. Thus, **ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as SBEs at the time of the Proposal Submission Deadline are eligible.**

B.4.1 For Contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.9.

B.4.2 The Contractor shall submit with its proposal a subcontracting plan required by law **Attachment J.7.**

IMPORTANT NOTICE: The Department will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of Contracts and Procurement website. It is the potential Offeror’s responsibility to frequently visit The Department’s Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.

SECTION C SPECIFICATIONS/WORK STATEMENT

- C.1 SCOPE:**
The Contractor shall provide a range of Parking Management Services including the staff, management, supervision, supplies, and other resources and equipment necessary to perform the required services for the parking garage located on Parcel 6 at St. Elizabeths East. The St. Elizabeths Parking Garage is part of the redevelopment of St. Elizabeths East Campus. It provides parking needed for the Campus including for the Entertainment Sports Arena which is located adjacent to the site. The Parking Garage will replace the surface parking lot on the campus which is the site planned for a new hospital (the “Hospital”).
- C.2 RESERVED**
- C.3 DEFINITIONS AND ACRONYMS**
- C.3.1** Definitions - These terms when used in this Contract have the following meanings:
- C.3.1.1** “**Accounting Related Services**” shall mean maintenance of bookkeeping and accounting records in accordance with GAAP and any practices as may be directed by DGS, including DGS auditing and reporting requirements.
- C.3.1.2** “**Monthly Incentive Fee**” shall mean the amount of a monthly incentive fee payable to the Contractor by DGS commencing with the start of the Contract Base Term, at most five percent (5%) of the combined monthly Gross Revenues generated from the collected parking garage revenue during the preceding month.
- C.3.1.3** “**Applicable Laws**” shall mean compliance with applicable federal and local laws, statutes, codes, ordinances, rules, and regulations whether existing now or subsequently passed, enacted, adopted, or amended, at any time, during the term of an award made hereunder.
- C.3.1.4** “**Approval**” means the Department, and/or the District has reviewed submittal, deliverables, or administrative documents (e.g. insurance certificates, etc.), and has determined the documents conform to contract requirement. Department and/or District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws, and regulations.
- C.3.1.5** “**Awarded Contract**” shall mean any contract awarded by DGS to a Contractor hereunder, as may be amended or otherwise modified from time to time.
- C.3.1.6** **Reserved**
- C.3.1.7** “**Commencement Date**” shall mean the date upon which the Contractor’s performance of Services commences under the Awarded Contract with respect to the Parking garage.

- C.3.1.8** “**Contracting Officer (CO)**” shall be a business communications liaison between the Department and a Contractor. He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractors and Subcontractors.
- C.3.1.9** “**Contract Term**” shall mean, in the case of any particular Contractor, the term of that particular Contractor’s Awarded Contract commencing upon the award date, continuing through those option periods (if any) so exercised by DGS, and lasting until its early termination or expiration thereof.
- C.3.1.10** “**Contractor**” means the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Contract.
- C.3.1.11** **Reserved**
- C.3.1.12** “**Contract Year**” means each full calendar year beginning upon the Commencement Date (and, in the event that DGS exercises any of its options to extend the Awarded Contract, any subsequent full calendar year thereafter) and lasting until the early termination or expiration of the Awarded Contract.
- C.3.1.13** “**Correction**” means the elimination of a defect.
- C.3.1.14** “**COTR**” means the Contracting Officer’s Technical Representative and is responsible for technical direction and administration of the Contract, advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the Contract. The COTR is responsible for general administration of the Contract and advising the CO as to the Contractor’s compliance or noncompliance with the Contract. The COTR has the responsibility for the day-to-day monitoring and supervision of the Contract to ensure that the work conforms to the requirements, and other duties as authorized by the CO.
- C.3.1.15** “**District**” means all authorized District of Columbia (DC) Government agencies and their representative having jurisdiction over the any particular equipment, property, building, facility and or land.
- C.3.1.16** **Reserved**
- C.3.1.17** “**District Owned Property**” means all property owned or acquired by the District under the terms of the contract, including District owned property furnished to the Contractor.
- C.3.1.18** “**DSLBD**” shall mean the Department of Small and Local Business Development.
- C.3.1.19** **Reserved**

- C.3.1.20** “**Financial Reports**” shall mean all monthly, annual, and additional reports required in connection with the Awarded Contract
- C.3.1.21** “**Financial Reporting Services**” shall mean all financial reports required (or otherwise requested by DGS from time to time) pertaining to contractor’s operation of the parking garage, in an accurate and complete manner, prepared in accordance with GAAP and in the formats approved (or otherwise requested) by DGS.
- C.3.1.22** “**Fixed Services Fee**” shall mean the firm-fixed, fully loaded amount payable to the Contractor by DGS each Contract Year for administration of Services, as set forth in the Price Schedule/Compensation.
- C.3.1.23** “**GAAP**” shall mean U.S. generally accepted accounting principles as applicable to the District, as may be modified from time to time during the Contract Term.
- C.3.1.24** “**Gross Revenues**” shall mean all revenues actually collected by the Contractor or DGS in connection with the operations of the parking garage, except as otherwise agreed to by DGS and the Contractor in the Awarded Contract.
- C.3.1.25** “**Hours of Operations**” shall mean the daily Hours of Operations of the parking garage: All operational hours are subject to any subsequent changes by DGS in its sole and absolute discretion.
- C.3.1.26** “**Industry Standards**” means the highest level of industry-developed best standards, practices or procedures (including any standards, practices or procedures established by applicable trade associations or under Applicable Laws) as it relates to the provision of any applicable Services (including, without limitation, the Parking Operations Services, Revenue Related Services and Maintenance Services) by third party contractors at premier, first-class, commercial public automobile parking facilities located in the Greater Washington, D.C. area.
- C.3.1.27** “**Key Personnel**” shall mean the Contractor’s General Manager, Revenue Manager, and Supervisor(s) for the parking garage.
- C.3.1.28** “**Maintenance Services**” shall mean upkeep of the parking garage, equipment maintenance, PCI compliance, and safety monitoring in accordance with DGS requirements.
- C.3.1.29** “**Management Services**” shall mean the complete and comprehensive set of services needed to manage the parking operations of the parking garage in accordance with DGS requirements.
- C.3.1.30** “**Offerors**” refers to any individuals, business entities or any combinations thereof that submit a proposal in response to an RFP.

- C.3.1.31** “**Operating Budget**” shall mean the budget submitted by the Contractor containing all expenses to be paid by the Contractor in the operation of the parking garage (including any recommendations for capital improvements).
- C.3.1.32** “**Operating Expenses**” shall mean all the expenses set forth in an Operating Budget approved by DGS.
- C.3.1.33** “**Operating Plan**” shall mean an operating plan prepared by an Offeror or the Contractor, as may be applicable, for any Contract Year (or any remaining interim period thereof) to be used as the Contractor’s primary comprehensive reference tool to provide the required services with respect to the operations of the parking garage detailing: (i) its current capacity, approach, methods and specific work steps for performing all Services described in Section C and required hereunder; (ii) its plan for increasing revenue at the parking garage (including its proposed marketing efforts); (iii) its staffing plan indicating (a) the appropriate level of capable, experienced, and trained staff including designated Supervisor(s) responsible for the day to day operations of the parking garage, (b) all positions to be utilized by the Contractor to provide the required Services, (c) proposed weekly schedule for each position, and (d) any other information requested by DGS; (iv) any proposed parking fees (i.e., hourly, daily, or monthly) to be charged at the parking garage; and (v) any other operations related information requested by the COTR; provided, however, that the information described in clauses (iii)(d) or (v) of this definition shall not be applicable to operating plans submitted by the Contractor(s).
- C.3.1.34** “**Operating Surplus**” shall be an amount equal to Gross Revenues less Operating Expenses with respect to any period of time.
- C.3.1.35** **Reserved**
- C.3.1.36** “**Parking Facilities**” shall mean parking lots or parking garages.
- C.3.1.37** “**Parking Garage**” shall mean the District owned parking facilities located at the intersection of Cypress Street SE and the temporary 13th Street SE.
- C.3.1.38** “**Parking Management Services**” shall mean parking garage operations and management, revenue collections/accounting, and maintenance services.
- C.3.1.39** “**Parking Operations Services**” shall mean management of the facilities and personnel with respect to the operations of the parking garage in accordance with the manner, time and other requirements outlined by DGS in this solicitation.
- C.3.1.40** “**Performance Standards**” shall mean a management approved expression of the performance threshold, requirement or expectation that must be met to be appraised at a particular level of performance.
- C.3.1.41** “**Personnel Services**” shall mean the complete and comprehensive set of services needed to administer the Contractor’s personnel at the parking garage in accordance with DGS requirements.

- C.3.1.42** **“Preliminary Notice”** shall mean the Department’s preliminary written notice to the Contractor of its intent to extend the contract which shall be provided at least thirty (30) days before the Contract expires.
- C.3.1.43** **“Revenue Collection Services”** shall mean the complete and comprehensive set of services relating to the collection of parking fees.
- C.3.1.44** **“Revenue Related Services”** shall mean revenue collection services, accounting related services and financial reporting services, with respect to the operations of the parking garage, in accordance with DGS requirements.
- C.3.1.45** **“RFP”** shall mean Request for Proposal.
- C.3.1.46** **“Salesforce”** is a cloud-based CRM (Customer Relationship Management) software system. Salesforce provides a platform for work order management, enabling DGS to track work order service level agreements, oversee city-wide facilities work order requests, and monitor contractors’ costs and performance. Contractors are required to update the system in a timely manner and understand that DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.
- C.3.1.47** **“Service-related plans”** shall mean the various plans, policies, procedures, and budgets (including the operating budget) contemplated by this Contract which must be approved by DGS.
- C.3.1.48** **Reserved**
- C.3.2** Acronyms The following are acronyms used for the purpose of this solicitation:
- C.3.2.1** **ANSI** American National Standards Institute
- C.3.2.2** **ASTM** American Society for Testing Materials
- C.3.2.3** **BAS** Building Automation System
- C.3.2.4** **Reserved**
- C.3.2.5** **BOCA** Building Official Code Administrators
- C.3.2.6** **BOP** Building Operating Plan
- C.3.2.7** **CERP** Contractor’s Emergency Response Plan
- C.3.2.8** **CMMS** Computerized Maintenance Management System
- C.3.2.9** **CO** Contracting Officer

C.3.2.10	COTR	Contracting Officer’s Technical Representative
C.3.2.11	DCMR	District of Columbia Municipal Regulations
C.3.2.12	DGS	Department of General Services
C.3.2.12	DOB	Department of Buildings
C.3.2.13	DSLBD	Department of Small and Local Business Development
C.3.2.14	DLCP	Department of Licensing and Consumer Protection
C.3.2.15	EMCS	Energy Management Control Systems
C.3.2.16	EPA	Environmental Protection Agency
C.3.2.17	IDL	Initial Deficiency List
C.3.2.18	M&V	Measurement & Verification
C.3.2.19	OM&R	Operations, Maintenance, and Repair
C.3.2.20	OSHA	Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace.
C.3.2.21	PBS	Public Buildings Maintenance Guides and Time Standards
C.3.2.22	Pd.M.	Predictive Maintenance
C.3.2.23	PM	Preventive Maintenance
C.3.2.24	QA	Quality Assurance
C.3.2.25	QAP	Quality Assurance Protocol
C.3.2.26	QC	Quality Control
C.3.2.27	QCP	Quality Control Program
C.3.2.28	SCP	Standard Contract Provisions
C.4	BACKGROUND	

The St. Elizabeths Parking Garage is part of the redevelopment of St. Elizabeths East Campus. It provides parking needed for the St. Elizabeths East Campus, including the Entertainment Sports Arena which is located adjacent to the site. The St. Elizabeths

Parking Garage replaces the surface parking lot on the campus which is the site of the new Hospital. The Contractor shall provide a range of parking and related services including the staff, management, supervision, supplies, and other resources and equipment necessary to perform the required services for the parking garage located on Parcel 6 at St. Elizabeths East Campus.

C.5 REQUIREMENTS

During the contract term (“Contract Term”), the Contractor shall perform the Parking Management Services, which shall include Parking Garage Operations and Management Services, Revenue Related Services, Maintenance Services, and any other services contemplated by this Contract or the parking garage.

C.5.1 Parking Garage Operation and Management Services

The Contractor shall, at a minimum, provide the following general parking operations services:

- (a) A full range of services for the parking garage operations;
- (b) An Operating Plan (C.3.1.33 and C.5.1.1.3 a) for the parking garage operations,
- (c) An ongoing assessment of revenue potential for the parking garage;
- (d) A Safety Plan (C.5.1.1.3 b) for the parking garage;
- (e) Participate in the planning process when large events are held on campus; and
- (f) Quality Assurance (C.5.1.1.3 c).

C.5.1.1 Management of Parking Operations

The Contractor shall, at a minimum, provide a complete and comprehensive set of services needed to manage the parking operations of the St. Elizabeths Parking Garage, including the general parking services and additional parking services described below:

C.5.1.1.1 General Parking Services. Contractor shall be required to perform each of the following services:

- a. Provide the management, staff and support services necessary to provide all Parking Management Services contemplated hereunder, including Staffing Plan (C.5.1.2).
- b. Provide all Parking Management Services necessary for the St. Elizabeths Parking Garage.
- c. Prepare and timely submit for DGS’s approval, when due, all service-related plans Section C.5.1.1.3.
- d. Provide and maintain floor-reminder systems, including signage, on all parking levels of the St. Elizabeths Parking Garage.
- e. Provide uniforms for all staff as required by Section C.5.1.2.2.
- f. Provide DGS-compatible mobile communication systems for parking personnel.
- g. Provide all telephone/internet service lines and equipment necessary for daily data transfer.

- h. Provide parking ticket stock and other related materials and supplies required for the parking garage.
- i. Meet with the COTR on a monthly basis (or with such other frequency as contemplated in this Contract to review budget status, operations, scheduled events, and any other issues pertaining to the services; and
- j. Inspect the lot for unauthorized parking. Unauthorized parking shall be addressed in accordance with the Contractor's typical rules and regulations at similar types of parking lots or garages.

C.5.1.1.2 Incident Reports/Complaints. During the Contract Term, the Contractor shall be required to comply with the following reporting requirements:

- a. **Incident Reports:** The Contractor shall promptly submit to the COTR a written report of any theft, property damage, bodily injury, assault, firearms violation, vandalism, or other trouble that involves or takes place at the parking garage within eight (8) hours of the occurrence. In the event of an incident involving the risk of bodily injury or property damage over \$1,000.00, the Contractor shall immediately notify the COTR by telephone in addition to submitting an incident report. The report shall state, in appropriate detail, the nature, date and time of the incident, license plate number (if available), including police report, and the individuals and police agency involved. The Contractor shall retain a copy of these reports during the Contract Term.
- b. **Complaint:** The Contractor shall establish and maintain a log of all complaints received directly from the public or forwarded to the Contractor by the COTR about the parking garage including, without limitation, complaints about employee appearance, attitude, and work; parking garage cleanliness and maintenance; or equipment operation and parking fees. The log shall contain the date of receipt of the complaint, nature of the complaint, action taken or the reason for inaction and the date of the correction. A copy of the complaint and its resolution shall be submitted to the COTR no later than five working days from the Contractor's receipt of the complaint.

C.5.1.1.3 Development of Service-Related Plans. During the Contract Term, the Contractor shall be required to develop and implement various plans, policies, procedures, and budgets (including the operating budget) contemplated by this Contract pertaining to its performance of Parking Management Services hereunder (collectively, the "Service-Related Plans"). The Contractor shall be required to obtain DGS' approval of any Service-Related Plans and subsequent modifications to, or replacements of, any previously approved Service-Related Plans. The following is a list of various Service-Related Plans that the Contractor shall develop, and DGS must approve:

- a. **Operating Plan:** The Department retains the right (in its sole and absolute discretion) to require changes to the Operating Plan previously submitted by the Contractor. If DGS does require changes, the Contractor shall have five (5) days to revise its previously submitted Operating Plan to incorporate such changes, and

then re-submit it to the COTR for approval in accordance with the requirements set forth herein.

- b. **Safety Plan:** Within ten (10) days of Contract award, the Contractor shall develop and submit to the COTR, for approval, a safety plan detailing: (i) its proposed steps and methods to ensure that the Contractor's performance of Services are done safely, and its operation of the St. Elizabeths Parking Garage does not pose a threat to customers, the parking garage, facility, or public; (ii) how the Contractor plans to comply with the requirements of Section H.12.12; and (iii) any other safety related information requested by the COTR.
- c. **Quality Assurance Plan.** Within ten (10) days of Contract award, the Contractor shall develop and submit to the COTR, for approval, a quality assurance plan to monitor and control its performance of services hereunder and ensure its compliance with the requirements of this Contract. Such plan will detail: (i) an inspection system that includes all services to be performed by the Contractor; (ii) activities to be inspected (including whether the inspections will occur on a scheduled or unscheduled basis, how often inspections will occur, and the title of the individual who will perform the inspection(s)); (iii) maintenance of a file for all inspections conducted by the Contractor and corrective action taken, if necessary; (iv) the method(s) for identifying and preventing deficiencies in the quality of services performed; (v) an internal monitoring system of collections made by Contractor's employees; and (vi) any other related information requested by the COTR.
- d. **Additional service-related plans.** During the Contract Term, the Contractor shall develop and submit to the COTR, for approval, such additional plans, policies, procedures and budgets that are: (i) contemplated elsewhere by this Contract (including, without limitation, the operating budget and cash control procedures described in Section C.5.2.8); (ii) considered by the Contractor to be appropriate or necessary; or (iii) requested, from time to time, by the COTR.

C.5.1.2 **Staffing Plan**

The Contractor shall develop a Staffing Plan and schedule including the appropriate level of capable, experienced, and trained staff including a designated site manager(s) responsible for the day-to-day operations, daily and event parking of the garage. The Staffing Plan shall identify all positions to be utilized by the Offeror to provide the required services and proposed weekly schedule for each position and shall be submitted to the COTR within ten (10) days of award.

C.5.1.2.1 **Key Personnel and Staff**

The Department considers the following positions to be key personnel under this Contract and the Contractor shall provide the Department with prior notification and receive approval from the COTR of any such removal and or replacement of the following roles and responsibilities. The names and contact information (e.g. phone number, cell phone

number, email address, etc.) of the General Manager, Revenue Manager and the On-Site Supervisor(s), and their respective alternate or alternates, who shall act on their behalf when absent. The Contractor shall provide the following regarding staffing to provide the required services:

1. **General Manager (GM):** During the Contract Term, the Contractor shall assign a General Manager (“GM”) who will manage the administration of services and personnel at the St. Elizabeths Parking Garage. The Contractor shall also designate a backup General Manager who shall be responsible for the Contractor’s day-to-day activities in her/his absence. The backup General Manager does not need to be fully assigned to the Contract but must be available if the principal General Manager is absent. The General Manager and backup General Manager shall have full authority to act for the Contractor on all matters relating to the day-to-day operations of the parking garage. At a minimum the Offerors proposed GM shall: (i) have a minimum of three (3) years general management level experience; (ii) possess significant experience managing location with staffing levels where providing parking management services for facilities of the same size, complexity and scope presented hereunder, including the management and oversight of the revenue management position and on-site supervisors; and (iii) has successfully demonstrated responsibility for the overall day to day management of parking operations including supervision of staff, customer service, preserving maintenance and appearance standards, loss control, and financial budgeting/reporting to ensure a positive parking experience for each customer or patron at the designated parking garage. The GM shall, at a minimum:
 - (a) ensure that all services are completed in the manner required by this Contract.
 - (b) be responsible for overall responsiveness of personnel and heads the onsite management team.
 - (c) be accountable for quality control, operations, budgeting, cost control, operating procedures and scheduled inspections.
 - (d) keep the COTR advised of accidents, incident reports, complaints, property damage, problems, repairs and deficiencies, and be punctual in returning all telephone calls.
 - (e) immediately notify the COTR of any accidents at the parking garage arising from the performance of the Services that involve bodily injury to Contractor’s employees or District workers or both, visitors, and other persons.
 - (f) meet with the COTR on an as-needed-basis; and
 - (g) advise the COTR of any scheduled vacation and who will be performing her/his duties in her/his absence.

2. **Revenue Manager (RM):** During the Contract Term, the Contractor shall assign a Revenue Manager (“RM”) who will manage the Contractor’s performance of the revenue related services. The Offeror’s proposed RM shall have the demonstrated skills and experience required to successfully perform the services

under this Contract to include: (i) a minimum of three (3) years' experience as a revenue manager; (ii) documented experience with accurately forecasting parking service demand for lot of different size, type and scope (e.g. commercial, municipal, healthcare and valet type services); (iii) experience managing the process of determining correct pricing for public parking space hourly rates; (iv) demonstrated experience with assessing parking facilities' performance on a daily, weekly, monthly, and annual basis; and (v) holds the required education and or experience (combined or otherwise) required to timely and accurately compile, audit and produce financial reports related to all revenue aspects of the services provided pursuant to this Contract. The RM shall at a minimum:

- (a) ensure that all revenue related services are completed in the manner required by this Contract.
- (b) compile all financial reports required hereunder.
- (c) meet with the COTR, as required and/or requested; and
- (d) provide any information requested by DGS on revenue-related services.

3. On-Site Supervisor(s) (OSS): During the Contract Term, the Contractor shall assign On-Site Site-Supervisor(s) ("OSS") to the parking garage who will manage parking operations and the administration of personnel services during the hours of operations. The OSS shall: (i) have a minimum of one (1)-year experience in the supervisory role for various types of parking facilities (e.g. commercial, municipal, healthcare and valet type services); and (ii) have demonstrated ability to properly schedule and staff various types of parking facilities based on overall parking volume. The OSS shall at a minimum:

- (a) be based at the St. Elizabeths Parking Garage.
- (b) ensure that all Services are completed in the manner contemplated by this Contract.
- (c) ensure proper staffing levels are maintained in-house.
- (d) schedule employees to ensure proper coverage.
- (e) provide positive leadership.
- (f) direct and train staff to accomplish daily tasks.
- (g) respond to on-site customer and telephone customer complaints in a timely manner as directed by DGS.
- (h) comply with all safety regulations and the approved safety plan to ensure a safe workplace.
- (i) complete accident/incident and complaint reports and property damage reports to ensure all paperwork is filled out correctly and in a timely manner.
- (j) promptly inform the COTR of incidents and make recommendations for improvements.
- (k) immediately notify the General Manager and COTR of any accidents at the St. Elizabeths Parking Garage arising from the performance of the services that involve bodily injury to Contractor's employees or District workers or both, visitors, or other persons.
- (l) handle special projects, if any, as assigned by the COTR; and

(m) be available 365 days per year / 24 hours per day / 7 days per week to respond to any problems that may arise at the St. Elizabeths Parking Garage.

- C.5.1.2.1.1** The Contractor's single point of contact shall be a General Manager, who shall be responsible for any contractual issues. The General Manager or her/his alternate(s) shall have full authority to act for the Contractor on all matters under the Contract.
- C.5.1.2.1.2** The Contractor shall retain a Revenue Manager who shall be responsible for the performance of financial related services at the parking garage. Operating plan shall specify which staff members will be responsible for the supervisor's duties if he/she is not able to be on-site for any reason.
- C.5.1.2.1.3** The Contractor shall retain, at minimum, one (1) OSS who shall be responsible for the performance of services at the St. Elizabeths Parking Garage. Staffing levels will be approved as part of the Operating Plan.
- C.5.1.2.1.4** The names and contact information (e.g. phone number, pager, email address, etc.) of the General Manager, Revenue Manager, the On-Site Supervisors, and their respective alternate or alternates, who shall act on their behalf when absent, shall be provided to the COTR five (5) days post award. Any changes to the Key Personnel shall be handled in accordance with Section H.13 and submitted to the COTR for review and approval before the Contractor enacts such changes. At its own expense, the Contractor shall provide smart cellular phones or any other telecommunication devices adequate to effectively provide a communication link to District officials, especially in emergency situations when the need to get hold of Contractor personnel is greatest. At the start of the period of performance, the Contractor shall provide to the CO and COTR an emergency phone number, cell phone number or pager number that is accessible at all times for each of the Key Personnel.
- C.5.1.2.1.5** The General Manager, Revenue Manager, On-Site Supervisors, and any alternates shall have excellent oral and written communication skills, and be able to read, write, speak, and understand the English language.
- C.5.1.2.1.6** The General Manager, Revenue Manager, on-site Supervisors, and any alternates shall be available to communicate with DGS by telephone and email twenty-four (24) hours a day, seven (7) days a week, during the Contract Term. As specified the Contractor shall not be permitted to reassign any Key Personnel unless DGS approves both the proposed reassignment of such individual and her/his proposed replacement.
- C.5.1.2.2** **Personnel Services.** The Contractor shall, at a minimum, provide a complete and comprehensive set of services needed to administer its personnel at the parking garage ("Personnel Services") including the following:
 - C.5.1.2.2.1** **Staffing.** The Contractor must provide all necessary personnel to perform the services, as well as qualified replacement personnel if necessary. The Contractor will provide on-site management coverage during the parking garage's respective hours of operations.

Management staff must also be available on an on-call basis 365 days per year / 24 hours per day / 7 days per week.

C.5.1.2.2.2 Uniforms. The Contractor's employees shall present a clean, neat, professional, and easily recognized appearance as the Contractor's employees. The Contractor shall provide each employee with matching or coordinating uniforms. The Contractor's uniforms shall include shirts, pants or bottoms with the Contractor's logo and require the approval of DGS. In addition, the Contractor shall provide each employee with an identification badge displaying such employee's name, photo, and the Contractor's name. The identification badges shall be worn or attached to an outer garment when the employee is performing services under the Contract.

C.5.1.2.2.3 Personnel Requirements: During the Contract Term, the Contractor shall ensure that the following requirements are met with respect to its personnel:

- a. Personnel to be employed by the Contractor undergo and pass a background investigation to the satisfaction of DGS and provided to the COTR upon request.
- b. Contractor's employees shall be courteous to the public at all times, conduct themselves in a businesslike manner, and not use profane or abusive language.
- c. at its own expense, Contractor shall ascertain whether persons performing services hereunder are of sound physical and emotional condition necessary to perform required duties.
- d. personnel employed by the Contractor shall be at the St. Elizabeths Parking Garage during the respective hours of operations.
- e. Contractor shall ensure sufficient staffing is available and ready to fill in in the event of an employee's illness, a no show to their assignment, an emergency necessitating an employee's absence, or to meet additional staffing needs as required by DGS. The Contractor shall provide replacement personnel within 30 minutes to maintain the required staffing schedule.
- f. Contractor's employees shall not bring visitors into the workplace or allow anyone to loiter in the area at any time.
- g. while on break, the Contractor's employees shall not remain within the parking garage creating the impression to the public that they are on duty.
- h. Contractor's employees are prohibited from using personal electronic devices while on duty.
- i. Contractor's employees shall not bring any form of weapon or contraband to the St. Elizabeths Parking Garage.
- j. Contractor's employees shall not bring any alcohol or drugs or be under the influence of alcohol or drugs when in or at the parking garage.
- k. Contractor's employees may be subject to authorized search by the Contractor and law enforcement.
- l. Contractor's employees shall conduct themselves in a professional manner at all times (and not cause any disturbance at the St. Elizabeths Parking Garage).
- m. all personnel assigned by the Contractor to perform services shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of DGS, the Contractor shall immediately remove or exclude any member of the Contractor's

staff from working at the parking garage. DGS reserves the right to bar any of the Contractor's staff from performing services hereunder. The Contractor shall provide an acceptable replacement within one hour; and

- n. Contractor shall ensure that in operating the St. Elizabeths Parking Garage, its employees exercise reasonable care to prevent injury to persons and property.

C.5.1.2.2.4 Employee Training: During the Contract Term, the Contractor shall provide a training program for all of its employees providing services hereunder and ensure that its employees successfully complete such training before commencing work. The training shall address, at a minimum, the delivery of parking services and operating procedures, customer service, safety, and position specific responsibilities. The Contractor shall maintain records of each individual's training, including a certificate of training completion. The Contractor shall develop and implement a customer service program to ensure the delivery of quality customer-focused services. The Contractor shall make Certificates of Training, copies of new hire training, and customer service program upon request.

C.5.1.3 Marketing

The Contractor shall market the availability of public parking, as applicable. The Contractor shall develop and submit all marketing related materials including signage and print items for approval of the COTR.

C.5.1.4 Communication with Department

The Contractor shall maintain regular communication with the Department with, at minimum, monthly meetings to address performance and operating issues and any questions that the Department or the Contractor may have.

C.5.1.5 Service Days & Hours and Scheduling

Unless the COTR has instructed the Contractor otherwise, the Contractor shall be required to perform all on-site specific services during the parking garage's hours of operations. The Contractor shall provide a designated phone number for DGS to contact it, twenty-four (24) hours a day, seven (7) days a week.

C.5.1.6 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

C.5.2 Revenue Related Services Collections/Accounting

The Contractor shall provide comprehensive collection and accounting services related to the parking fees and parking operations including at a minimum the following:

- (a) Establish and submit parking rates that are consistent with rates in the surrounding area for the Departments approval.
- (b) The collection and accounting of all parking fees and collecting and remitting of applicable taxes including the receipt of cash for parking fees, as applicable.
- (c) Compile a report, format to be approved by the Department, on the daily vehicle parking counts and reconciling counts with the parking fees collected.
- (d) Maintain parking garage books and records of parking fees and other records related to the delivery of the required services. The Contractor shall make the records available for the Department's review at any time during normal business hours.
- (e) Provide within ten (10) calendar days after the end of the calendar month a report summarizing the gross receipts and the calculations of monthly incentive fee based on gross receipts; and
- (f) Create, sale and management of all parking permits for the St. Elizabeths Parking Garage.

C.5.2.1 Revenue Related Services. During the Contract Term, the Contractor shall provide certain revenue collection services, accounting related services and financial reporting services, as described more fully below, with respect to the operations of the parking garage (collectively, the “Revenue Related Services”), each in accordance with the manner, time and other requirements outlined below:

C.5.2.2 Payments and Revenue Collection. The Contractor shall request payments from DGS and collect, track and remit revenues according to the procedures outlined below.

C.5.2.2.1 Revenue Collection. Contractor shall provide a complete and comprehensive set of services relating to the collection of parking fees (the “Revenue Collection Services”) including, at a minimum, those set forth below. The Contractor shall, as necessary, install and maintain electronic systems at the parking garage to collect all parking fee payments (whether in the form of cash or credit card payments) daily at the parking garage. Revenue collection shall be administered using industry standards.

C.5.2.2.2 Revenues Provided to DGS. No later than five (5) days after the end of each month, the Contractor shall remit by check to DGS all Gross Revenues collected during that month.

C.5.2.2.3 Payments. In order to receive the payments outlined in this Contract, the Contractor must submit proper invoices to DGS according to the process outlined below.

C.5.2.3 Monthly Fixed Services Fee Payments: In accordance with Section G.2 – Invoicing, by the 15th day of each month, the Contractor shall submit an invoice for its monthly fixed services rate to both the COTR and the DGS Facilities Maintenance Program Financial group at the following e-mail address: dgsfinan.invcs@dc.gov. Within 30 days of invoice approval by the COTR, DGS will pay the Contractor its monthly Fixed Services Fee consistent with the terms and conditions to be set forth in the Contract.

C.5.2.4 Monthly Incentive Fee Payments: At the end of each month, the Contractor shall be required to include in its monthly report, as required by Section C.5.2.10.1 a detailed

calculation of the Monthly Incentive Fee payable to it, based upon the gross public parking revenues collected at the parking garage during the preceding month. Within thirty (30) days following its receipt of such report and an invoice in the form required by DGS for the approved amount of the Monthly Incentive Fee, DGS shall pay the Contractor such Monthly Incentive Fee; provided, however, that if DGS disputes the Contractor's calculation of the Monthly Incentive Fee, DGS shall: (i) pay the Contractor that portion of the Monthly Incentive Fee not being disputed within such thirty (30) day period; and (ii) be entitled to withhold the remaining portion of the Monthly Incentive Fee being disputed until such time that the Contractor and DGS can mutually resolve their dispute

- C.5.2.5 Vehicle Counting System.** The Contractor shall develop and implement a method to be approved by DGS for independently counting vehicles admitted to the parking garage and reconciling counts with the parking fees collected.
- C.5.2.6 Monthly Parking Fees.** As applicable, the Contractor shall promptly bill and collect monthly parking fees, issue receipts, and keep records for collections thereof.
- C.5.2.7 Method of Payment/Revenue Collection.** The Contractor shall install and maintain, as necessary, electronic systems at the parking garage to collect all parking fee payments (whether in the form of cash, credit card payments or such cashless systems including mobile device applications such as ParkMobile™) daily at the parking garage. Revenue collection shall be administered using Industry Standards, and unless DGS authorizes another payment method in writing, all parking fees shall be collected by the Contractor in cash, credit card or mobile application payments.
- C.5.2.7.1 Collection Devices.** The Contractor shall implement and manage walk-up parking payment systems at the parking garage. Such systems shall be PCI compliant and allow collection of bills, coins, credit cards and other such electronic payments methods. In addition to payment collection methods, these systems shall provide printed receipts and daily sales. The Contractor shall empty all pay stations/ automated pay machines daily in accordance with the established Cash Control Procedures approved by the Department. If available, the Contractor shall, as appropriate, record, collect, secure, and maintain any tape or other transaction record maintained by the collection device. These records shall be the formal method of auditing parking service utilization against total revenues generated. Any and all discrepancies between the count of parking validations issued and the revenue collected shall be corrected by the Contractor at no cost to the District.
- C.5.2.7.1.1 PCI Compliance.** The Contractor shall ensure that all payment machines/equipment accepting credit/debit card payments are fully compliant with the Payment Card Industry ("PCI") Data Security Standard, as amended. The Contractor shall be responsible for the security of the payment cardholder data in its possession. The Contractor shall provide DGS with such information as DGS may reasonably require regarding the Contractor's compliance with such PCI requirements. In the event of Contractor's non-compliance with the PCI Data Security Standard, Contractor will promptly perform all curative measures necessary to remedy such non-compliance.

C.5.2.8 Operating Budget/Accounting and Cash Control Procedures. During the Contract Term, the Contractor shall be required to develop an operating budget for each Contract Year, as well as accounting and cash control procedures. Such budget and procedures (and any updates, modifications, or replacements thereto) shall be approved by DGS.

- a. **Operating Budget:** The Offeror shall submit an operating budget (“Operating Budget”) within five (5) days of Contract award for the first Contract Year (or any remaining interim period thereof) containing all expenses to be paid by the Contractor in the operation of the St. Elizabeths Parking Garage (including any recommendations for capital improvements at the District’s expense). The Operating Budget shall be provided in the format provided in **Attachment J.13**. Any cost not initially included in the proposed Operating Budget will not be considered or paid by the District once the Operating Budget has been approved.
 - (i) Within ten (10) days following its receipt of a preliminary notice to exercise an Option Year, the Contractor shall develop and submit to the COTR, for approval, a proposed Operating Budget for the subsequent Contract Year containing all expenses to be paid by the Contractor in the operation of the parking garage (including any recommendations for capital improvements at the District’s expense).
 - (ii) After an initial or subsequent Operating Budget is approved, the Contractor shall ***not***, without first obtaining the prior written approval of the CO, incur any expense item in excess of the amounts budgeted under the annual operating budget. In the case of an emergency, the COTR may authorize the Contractor to provide services up to \$500.00. All services that are \$501.00 and above shall require written authorization from the CO (e.g. email may serve as an official authorization).
- b. **Cash Control Procedures:** Within ten (10) days of Contract award, the Contractor shall submit to the COTR, for approval, its proposed procedures governing the accounting and control of cash and negotiable instruments from the time of collection by the Contractor to the time of receipt by the District of such funds (“Cash Control Procedures”). These records shall be the formal method of auditing parking service utilization against total revenues generated. Any and all discrepancies between the count of parking validations issued and the revenue collected shall be corrected by the Contractor at no cost to the District.

C.5.2.9 Maintenance of Accounting Records. For a period of no less than seven (7) years post contract term, the Contractor will maintain bookkeeping and accounting records (including daily activity reports) in accordance with GAAP and any practices as may be directed by DGS (the “Accounting Related Services”). During the Contract Term, the Contractor shall make such records available for DGS’ review at any time during normal business hours or upon request by the COTR. The accounting related services to be performed by the Contractor shall include the following:

C.5.2.9.1 Accounting Records. The Contractor shall be required to maintain in its office all accounting records including, without limitation, the following:

- a. deposit records and will submit deposit slips on a daily basis to DGS via Salesforce.
- b. parking receipt machine reports.
- c. daily log for the parking garage, in which the Contractor's parking attendants will be required to record, on a daily basis, the name of the parking attendant who opens and closes the parking garage, the opening and closing parking receipt numbers, the opening and closing car counter numbers if available, the time of opening and closing, the time of a change in shifts, the name of each parking attendant; and any notice provided to the COTR regarding maintenance requirements and hazardous conditions. The Contractor must provide a log with parking garage closure times to the COTR not later than the 15th day of each month for the preceding month; and
- d. any other accounting records that the Contractor is required to generate pursuant to this Contract (or at the request of DGS).

C.5.2.9.2 Independent Audit Cooperation. During the Contract Term, if the District's auditors (or an independent auditing or accounting firm engaged by the District) desire to conduct an audit of the Contractor's provision of services hereunder (including the revenue related services), the Contractor shall be required to fully cooperate with them including, without limitation, making all book and records available for inspection.

C.5.2.9.3 Audit Rights. In addition to the requirements in Section H.6, at any time until the first anniversary of the termination or expiration of the Contract Term (and without prior notice to the Contractor), the District's auditors (or an independent auditing or accounting firm engaged by the District) may inspect the Contractor's books and records that pertain to the revenue related services (including costs incurred in operating the parking garage). The District shall have the right to audit the current Contract Year and any earlier Contract Years.

C.5.2.9.3.1 If the District shall have such an audit made for any Contract Year and the operating surplus shown by the contractor's financial reports should be found to be understated by three percent (3%) or more, then the Contractor shall promptly pay to DGS the cost of such audit and any monies which shall be due and payable, together with such interest required by the Contract. Such payment shall be made by the Contractor within seven (7) days after notice by DGS.

C.5.2.10 Financial Reporting. The Contractor will promptly deliver to DGS, when due, all financial reports required (or otherwise requested by DGS from time to time) pertaining to its operation of the parking garage, in an accurate and complete manner, prepared in accordance with GAAP and in the formats approved (or otherwise requested) by DGS (the "Financial Reporting Services"). These financial reports shall include the following (collectively, the "Financial Reports"):

C.5.2.10.1 Monthly Reports. A monthly report shall be due by the 15th day of each month, containing: (i) monthly statement of parking gross revenue and operating expenses, together with the bills, receipts, invoices, statements or other documentation establishing the amount of each item of operating expense; (ii) monthly aged accounts receivable; (iii) monthly operations report with explanations of variance to budget of five percent (5%) or more; and (iv) or any other reports requested by DGS (in its sole and absolute discretion).

C.5.2.10.2 Annual Reports. An annual report shall be due within thirty (30) days following the end of each contract year, containing: (i) annual statement of parking gross revenues and operating expenses; (ii) annual operations report with explanations of variance to budget; and (iii) or any other reports requested by the COTR (in his/her sole and absolute discretion).

C.5.2.10.3 Additional Reports. Any other financial reports with respect to the financial operations of the parking garage that are (i) contemplated elsewhere by this Contract, (ii) considered by the Contractor to be appropriate or necessary to provide DGS, or (iii) requested, from time to time, by the COTR (in his/her sole and absolute discretion).

C.5.3 Parking Garage Maintenance Services

During the Contract Term, the Contractor shall be required to perform the following maintenance services at the parking garage (the “Maintenance Services”) in accordance with the manner, time and other requirements outlined below:

C.5.3.1 General. The Contractor shall keep the parking garage clean and, at the termination of the awarded contract, leave the parking garage in substantially the same condition that existed on the commencement date, normal wear and tear excepted. Notwithstanding the foregoing, the Contractor shall repair and replace, at its sole cost and to DGS’ satisfaction (in its sole and absolute discretion), any equipment or structure that is damaged by the Contractor’s employees or, if DGS elects to complete the repair itself, Contractor shall reimburse DGS for the costs incurred in performance of such repair within five (5) business days of receipt of a written request from DGS stating the extent of the repair and the costs incurred in connection with the repair. Without limiting any of the foregoing, the Contractor shall provide the following maintenance related services as part of the overall Operating Budget cost:

- (a) Annual power washing of entire garage.
- (b) Annual numbering and stripping of spaces, as needed.
- (c) Ensure that garage spaces are in good, safe condition.
- (d) Collect all trash, debris, and other materials in the parking garage (including trash receptacles) twice a week. The Contractor shall not use trash receptacles and dumpsters located at the parking garage or the facilities for the disposition of trash and shall dispose of all trash at an off-site location in accordance with applicable laws.
- (e) Potholes, cracks and uneven lanes should be reported to the COTR, and a plan should be devised to make quick and effective repairs.
- (f) Snow removal and de-icing to ensure patrons can access the garage area safely.

- (g) OCTO yearly operating agreement.
- (h) Maintenance of all private side utilities i.e., plumbing and water.
- (i) Landscape maintenance of green areas, to include LIDS within the property line; and
- (j) Maintenance of mechanical components of the building i.e. HVAC, Lighting, Back up generators, etc.

C.5.3.2 Equipment Maintenance. Generally, the Contractor shall be responsible for repair and maintenance of any and all existing parking equipment, subject to the limitations set forth in an approved operating budget. The Contractor shall keep in good repair and maintain all equipment it installs and/or provides, including keeping all equipment doors locked at all times. The Contractor shall be responsible for all equipment maintenance fees and costs. It shall be the Contractor's responsibility to secure and keep current all necessary maintenance agreements during the Contract Term. In addition, it shall be the Contractor's responsibility to oversee and coordinate the performance of all of the existing and new maintenance agreements.

C.5.3.3 PCI Compliance. In addition, during the Contract Term, the Contractor shall ensure that all payment machines/equipment accepting credit/debit card payments are fully compliant with the Payment Card Industry ("PCI") Data Security Standard, as may be in effect from time to time. The Contractor shall be responsible for the security of the payment cardholder data in its possession. The Contractor shall provide DGS with such information as DGS may reasonably require regarding the Contractor's compliance with such PCI requirements. In the event of Contractor's non-compliance with the PCI Data Security Standard, Contractor will promptly perform all curative measures necessary to remedy such non-compliance.

C.5.3.4 Safety Concerns. DGS desires to ensure the safe, clean, and sanitary condition of the St. Elizabeths Parking Garage during its hours of operation. The Contractor shall be required to immediately report any safety concerns to the COTR and adhere to the following requirements:

- a. inform the COTR orally within four (4) hours, and in writing within twelve (12) hours, upon discovering that equipment located on or in the parking garage is in need of repair.
- b. post instructions for vehicles exiting after hours.
- c. notify the COTR immediately when there is a water leak or an issue affecting the sprinkler system.
- d. provide and maintain adequate access to the St. Elizabeths Parking Garage in accordance with Applicable Laws to people with disabilities.
- e. ensure that no signs or advertising matter of any kind are displayed at the parking garage unless first approved in writing by the COTR. If seen, the Contractor shall remove and report such to the COTR immediately.
- f. provide temporary safety signage (***not handwritten***) for immediate needs.
- g. furnish and install warning signs, as needed.
- h. notify the COTR of major graffiti at any parking garage upon its discovery,

- i. immediately inform the COTR of hazardous conditions observed in the parking garage.
- j. furnish and install traffic cones, barricades and directional signage (arrows) as needed.
- k. notify the COTR of damage to painted surfaces, including pillars and walls, from tire marks, smudges, etc.
- l. report any damage to equipment caused by parking garage users within two (2) hours of incident, including license plate number, by parking patrons; and
- m. provide any additional action in support of maintaining safe and secure parking garage.

C.5.4 Conformance with Laws

It shall be the responsibility of the Contractor to perform under the Contract in conformance with the Department's Procurement Regulations and all applicable statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

The Contractor shall conduct all activities and perform all Services hereunder consistent with the following standards (the "Performance Standards"): (i) the terms, conditions and requirements set forth in this Contract; (ii) Industry Standards; and (iii) in compliance with applicable federal and local laws, statutes, codes, ordinances, rules and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the term of an award made hereunder collectively, "Applicable Laws"). During the Contract Term, if the Contractor believes that any of the Performance Standards might conflict with each other as it relates to the Contractor's performance of Services hereunder or the Contractor desires to deviate from any Performance Standard, the Contractor shall immediately notify the COTR of this potential conflict or proposed deviation and obtain her/his guidance on how to proceed with respect to the performance of Services on that particular matter. The Contractor shall be required to provide all management, tools, supplies, equipment, storage, vehicles, and labor necessary to perform the Services at the St. Elizabeths Parking Garage.

C.5.5 Reports

The Contractor shall be required to timely provide DGS with all of the reports, notices and documentation contemplated by this Contract (including, without limitation, the incident, complaints, all financial reports, maintenance and safety reports and any other reports, notices or documentation not specified herein but requested by DGS (collectively, such reports, notices and documentation are, the "Reports") on or before the deadlines specified herein (or, in the case of reports not specified herein but requested by DGS, on or before the deadlines set by DGS). Except as otherwise contemplated herein, the Contractor shall submit all such reports, with updates as needed, to the COTR at an email address (or multiple email addresses) as directed by the COTR. Such reports shall include summaries, notes, and pictures, along with any other information requested by the COTR. DGS requires that the Reports (or certain Reports) be submitted through ProjectTeams.

SECTION D PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by **Article No. 2**, Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions ("SCP") for Supplies and Services Contracts, January 2016 **Attachment J.1**.

SECTION E INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by **Article No. 5**, Inspection of Supplies, and **Article No. 6**, Inspection of Services, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 **Attachment J.1**.

SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 Base Term Period of Performance: The Base Period of the awarded Contract will be 12 months from dates of award.

F.1.2 Letter Contract (*where applicable*): It is understood and agreed that certain activities described herein may have been performed while a Letter Contract (“Letter Contract”) was in place, and the terms of the Letter Contract shall merge into and be superseded by this Contract upon its execution of this by the CO. In this instance, the term of the contract would begin on the effective date of the Letter Contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Department may unilaterally extend term of this Contract for a period of four (4), one (1) year option period(s) (“Option Period(s)” or “OP”), or successive fractions thereof, by written notice to the Contractor(s) before the expiration of the Contract; provided that the Department will give the Contractor Preliminary Notice in writing of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the Department to an extension. The exercise of any OP is subject to the availability of funds at the time of the exercise of the OP. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the Contract.

F.2.2 Anticipated Option Period(s) of Performance: In the event the Department exercises its option to extend the term of the Contract to cover the OPs, the costs and prices for the option period(s) shall be as specified in Section B.3.1 (**Attachment J.12**) of the Contract.

F.2.3 If the Department exercises an OP, the extended Contract shall be considered to include this option provision.

F.2.3 The price and cost for the OP(s) shall be as specified in Section B.3.1 (**Attachment J.12**) of the Contract. The firm-fixed monthly services rates for parking operational services for the BP and each subsequent OP, shall be as specified in Section B.3.1 (**Attachment J.12**) of the Contract and are firm thought the life of the Contract term.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless prior to the expiration of a contract, the Chief Procurement Officer (“CPO”) determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with **Title 27, Chapter 47 of the DCMR**.

F.2.4.1 The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.

F.2.5 During any option year, Contract requirements and deliverables remain the same as those of the base year unless changed by way of a Contract Modification issued by the Contracting Officer (“CO”).

F.2.6 If the Department exercises an Option Period, the extended Contract shall be considered to include this entire option clause.

F.3 DELIVERABLES

The Contractor(s) shall perform the activities required to successfully complete the Department’s requirements and submit each deliverable electronically to the COTR identified in Section G.9.2 in accordance with the following:

SECTION	DELIVERABLE	DUE DATE
C.5.1.1.1 h	Parking ticket stock and other related materials and supplies	As needed
C.5.1.1.2 a	Incident Reports	Within 8 hours of Incident
C.5.1.1.2 b	Complaints	Within 5 days of complaint
C.5.1.1.2 b	Complaint Log	On-going
C.5.1.1.3 and C.3.1.33	Operating Plan	Within 10 Days of Contract Execution
C.5.1.1.3 b	Safety Plan	Within 10 Days of Contract Execution
C.5.1.1.3 c	Quality Assurance	Within 10 Days of Contract Execution
C.5.1.2	Safety Plan	Within 10 Days of Contract Execution
C.5.1.2.1.4	Names and contact information Key Personnel including each Key Personnel’s back-up; this includes	Within 5 Days of Contract Execution and updated as needed
C.5.1.2.2.3	Background Checks for Staff	Upon Request
C.5.1.3	Marketing related materials	Before use or distribution
C.5.1.6	Licenses and Registrations	Upon Request
C.5.2 a	Parking Rates	Prior to contract execution
C.5.2 c	Daily Reconciled Parking Count	Upon Request
C.5.2 e	Monthly Gross Revenues	Within five (5) days after the end of each month
C.5.2.8 a	Operating Budget	Within 5 Days of Contract Execution and updated as needed
C.5.2.8 b	Cash Control Procedures	Within 5 Days of Contract Execution and updated as needed
C.5.2.10.1	Monthly Report	Within ten (10) calendar days after the end of the calendar month
C.5.2.10.2	Annual Report	within thirty (30) days following the end of each contract year,
H.2.1.4	Key Personnel Cellular Phone	Date of Award

	Numbers	
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F.3.1 The Contractor(s) shall submit to the Department, as a deliverable, the report described in Section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor(s) do or does not submit the reports as part of the deliverables, the Contractor(s) shall not be entitled to and shall not receive final payment pursuant to Section G.3.2.

SECTION G CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The Department will make payments to the Contractor(s), upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

G.1.2 The Department will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through to both the COTR and the DGS Facilities Maintenance Program Financial Group via email dgsfinan.invcs@dgs.gov and once approved the Contractor shall submit the formal payment request in electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. The Contractor must ensure the proper PO number and Work Order Number/Ticket is included on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Properly prepared invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

G.2.2 Prior to creating the payment request described above, the Contractor shall submit a proper invoice based on applicable guidelines specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.9]**. The District shall not be required to pay invoiced amounts or corresponding interest payments for invoices that are not properly prepared as required under this Contract.

G.2.3 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.3.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal).

G.2.3.2 Contract number and invoice number.

G.2.3.3 Department's Purchase Order (PO) number.

G.2.3.4 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

G.2.3.5 Other supporting documentation or information, as required by the Contracting Officer.

G.2.3.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.

G.2.3.7 Name, title and phone number of the individual preparing the invoice.

G.2.8.8 Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.9.2]** above to be notified in the event of a defective invoice; and

G.2.2.9 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in **Section [H.5.5]**.

G.3.2 The Department shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Monthly Payment of Fixed Service Fee and Monthly Incentive Fee

The District will pay the full amount due to the Contractor after:

- a. Completion of agreed upon Services by the Contractor and acceptance of all such work as evidenced in writing by the COTR; and
- b. Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor(s) may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor(s), not the assignee(s), is/are required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

G.6.1.1 The Department will pay interest penalties on amounts due to the Contractor(s) under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of the contract.

G.6.1.1.2 Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products.

G.6.1.1.3 Not later than ten (10) calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product.

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any thirty (30)-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Department for work performed by any subcontractor under the contract:

- G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the Department that is attributable to the subcontractor(s) for work performed under the contract; or
- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - G.6.2.2.1** 3rd day after the required payment date for meat or a meat product.
 - G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.2.2.3** 15th day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Department is a party. The Department may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the Department only by Contracting Officers "CO(s)"). The contact information for the COs is as follows:

James H. Marshall
Contracting Officer
Contracts & Procurement
Department of General Services
3924 Minnesota Avenue NE 5th Floor
Telephone: (202) 664-0416
E-mail: james.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person(s) authorized to approve changes in any of the pricing, costs, or requirements of this Contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE / CONTACT ADMINISTRATOR (“COTR” OR “CA”)

G.9.1 The COTR/CA is responsible for general administration of the Contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The COTR/CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the Contract.

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable.

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure.

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Department’s payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the COTR/CA is:

Paul Dowell
DGS Parking Manager/ Management Analyst
Department of General Services
3924 Minnesota Avenue NE, 4th Floor
Desk: 202.671.1308
Cell: 202.207.4367
Paul.dowell@dc.gov

G.9.3 The COTR/CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications.
2. Grant deviations from or waive any of the terms and conditions of the contract.
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract.
4. Authorize the expenditure of funds by the Contractor.
5. Change the period of performance; or
6. Authorize the use of District owned property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO, and such unauthorized changes may be denied compensation or other relief for any additional work performed that is not so authorized. The Contractor may also be required, at no additional cost to the Department, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor’s Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project’s labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall enter into a First Source Employment Agreement (**Attachment J.5**) with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor’s first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.2.1 The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No.: 27, dated June 30, 2023, 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 **Attachment J.2**. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**. If an option is exercised, the Contractor ***shall be*** bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement.
- (3) Benefits; and
- (4) Other applicable service credits.

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment.
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

- (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
- (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Article 14 of the SCP, Disputes.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 AUDITS AND RECORDS

H.6.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.6.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, offices or other facilities or parts of them, engaged in performing the Contract.

H.6.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification.
- b) The discussions conducted on the proposal(s), including those related to negotiating.
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the Contract, subcontract, or modification.

H.6.4 Comptroller General

H.6.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.6.4.2 This section may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.6.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

H.6.6

Availability. The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

H.6.7

The Contractor shall insert a clause containing all the terms of this clause, including this Section H.6.7, in all subcontracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these.
- b) For which cost, or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in Section H.6.5 of this clause.

H.7

ADVISORY AND ASSISTANCE SERVICES

This Contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the Contract objectives.

H.8

LIVING WAGE

The Contractor shall comply with all applicable provisions of the Living Wage Act of 2006, (**Attachment J.3**) as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of Section H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of Sections H.9.1.1 and H.9.1.2.

H.9.1.4 Except as provided in Sections H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 If the prime contractor is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 50% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.1.8 Subcontracting Plan and Non-Responsive Proposals

The Subcontracting Plan Form (**Attachment J.7**) must be provided as part of all proposals, as follows:

H.9.1.8.1 If the prime contractor required by law to subcontract under this Project, it shall submit a subcontracting plan as part of its proposal in accordance with D.C. Official Code § 2–218.91, and Section C.2.1 of this RFP. The SBE Subcontracting Plan must list all subcontractors at every tier and shall include the following:

- (a) The name and address of each subcontractor.
- (b) A current certification number of the small or certified business enterprise.
- (c) The scope of work to be performed by each subcontractor; and
- (d) The price to be paid by the prime contractor to each subcontractor.

H.9.1.9 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the prime contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, the District of Columbia Auditor, and the Director of DSLBD.

H.9.1.10 Subcontracting Plan Compliance Reporting

H.9.1.10.1 If the prime contractor has a subcontracting plan required by law for the proposed contract, the prime contractor shall submit a quarterly report to the CO, City Administrator (“CA”), District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (a) The price that the prime contractor will pay each subcontractor under the subcontract.
- (b) A description of the goods procured, or the services subcontracted.
- (c) The amount paid by the prime contractor under the subcontract; and
- (d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.1.10.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.1.11 Annual Meetings

Upon at least 30 days written notice provided by DSLBD, the prime contractor shall meet annually with the CO, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.1.12 DSLBD Notices

The prime contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:

 - (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment.
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories.
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

The District will be responsible for the following regarding this Contract:

- H.11.1** District owned property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District owned property furnished, at the discretion of the COTR.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 Contractor Notice Regarding Late Performance

In the event the Contractor(s) anticipate(s) or encounter(s) difficulty in complying with the terms and conditions as stated in the Contract or in meeting any other requirements set forth in the Contract, the Contractor(s) shall immediately notify the CO and the COTR in writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the requested Contractor notification shall in no way be construed as an acceptance or waiver by the Department.

H.12.2 At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

H.12.3 The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.

H.12.4 The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.

H.12.5 The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.

H.12.6 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

H.12.7 The Contractor shall furnish all MSDS for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

H.12.8 The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.

- a) The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
- b) The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

H.12.9 RESERVED [Intentionally Omitted]

H.12.10 Allowable Subcontracting Requirements

H.12.10.1 The Contractor shall ensure that all activities carried out by any subcontractor conform to the provisions of this Contract.

H.12.10.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.12.10.3 The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.

H.12.10.3.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.

H.12.10.3.2 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor’s contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.12.11 Staff Attire and Identification

H.12.11.1 The Contractor’s staff shall wear neat and clean professional attire. The attire shall include distinctive apparel identifying staff as Contractor’s employees.

H.12.11.2 The Contractor’s staff shall wear identification badges at all times. The identification badges shall provide a company logo, employee’s name, and employee photograph.

H.12.12 Safety Requirements

H.12.12.1 The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District owned property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

H.12.12.2 The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (“OSHA”) including, but not limited to:

H.12.12.2.1 Back support devices.

H.12.12.2.2 Eye protection.

H.12.12.2.3 Hearing protection.

H.12.12.2.4 Hand protection.

H.12.12.2.5 Head protection; and

H.12.12.2.6 Foot protection.

H.12.12.3 The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

H.12.12.4 Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

H.12.12.5 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance with the Occupational Safety and Health Act or any other safety regulatory requirements.

H.12.13.1 Fire Prevention

H.12.13.1 The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District owned property being serviced on the job site.

H.12.13.2 The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

H.12.13.3 Smoke Free Environment

The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

H.12.14 RESERVED [Intentionally Omitted]

H.12.15 Communication

At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the Key Personnel and the cellular telephone numbers for each shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

H.12.16 Accident Reports

The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

H.12.17 Property Damage Notification

Any damage caused by the Contractor or its employees to District owned property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

H.12.18 Suspension of Work

H.12.18.1 In the event services are not provided or required by the District because the buildings are closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

H.12.18.2 The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

H.12.18.3 The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

H.12.18.4 Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

H.12.18.5 In the event services are provided for a portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

H.12.19 Contract Completion or Termination

H.12.19.1 The Contractor shall turn over all plans' codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination.

H.12.30 The Contractor shall take all reasonable precautions to safeguard and protect District owned property.

H.12.21 District owned property shall be used only in direct operations for providing the Services and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel, if specified in the Contract, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

SECTION I CONTRACT CLAUSES

I.1 GOVERNING LAW

This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government, Department of General Services Supplies and Services Contracts dated January 14, 2016 (SCP) **Attachment J.1** are incorporated as part of the contract.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Office.

I.5 CONTINUITY OF SERVICES

I.5.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.5.1.1 Furnish phase-out, phase-in (transition) training; and

I.5.1.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.5.2 The Contractor shall, upon the Contracting Officer's written notice:

I.5.2.1 Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

I.5.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a

date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

I.5.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.5.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.5.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract

I.6 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.7 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.8 DISPUTES

All disputes arising under or relating to the Contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 ("SCP"), Article 14: Disputes **Attachment J.1.**

I.9 CHANGES

(a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that

- the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section I.8.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order, when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work.
 - (2) Obtains a certification of funding to pay for the additional work.
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
 - (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor.
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
 - (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties agree on a price for the additional work.

I.10 NON-DISCRIMINATION CLAUSE

I.10.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause.) The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

I.10.2 Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:

- I.10.3** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.
- I.10.4** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
- (a) employment, upgrading or transfer.
 - (b) recruitment, or recruitment advertising.
 - (c) demotion, layoff, or termination.
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.
- I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

I.10.10 The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.

I.15.11 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

I.11 RIGHTS IN DATA

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom

Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The Department may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a

single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.12 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.13 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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District 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 District for all Contractor's work and services required hereunder.

I.14 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

1. **Commercial General Liability Insurance ("CGL")** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or

death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, a \$2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning, or explosion; theft; windstorm, hail, or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a. To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b. Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c. A waiver of subrogation in favor of The Government of the District of Columbia

- d. Defense costs shall be in addition to and not erode the limits of liability
 - e. If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or it's equivalent)
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence

for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$10,000 per occurrence.
8. Garagekeepers Comprehensive Insurance - The Contractor shall provide evidence satisfactory to the CO of a policy that covers loss to a customer’s auto left in the insured’s care, custody, or control – for servicing, repairing, parking and/or storage. The policy shall provide \$1,000,000 limit providing collision and comprehensive coverage at each specific location where District of Columbia vehicles are parked.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insurance required of Contractor. Should the Contractor wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- E. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by The Government of the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- F. **LIABILITY.** These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.
- G. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of The Government of the District of Columbia.
- H. **MEASURE OF PAYMENT.** The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted electronically to james.marshall@dc.gov :

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

K. **DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.

L. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII or better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. **WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

I.15 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.8**. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.16 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.17 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the Contract by reference and made a part of the Contract in the following order of precedence:

- (1) An applicable Court Order, if any.

- (2) Contract document.
- (3) Department of General Services Standard Contract Provisions for Services and Supplies dated, January 2016.
- (4) Contract attachments other than the Standard Contract Provisions.
- (5) RFP, as amended; and
- (6) Contractor's Proposal.

I.18 CAMPAIGN FINANCE REFORM ACT

The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement pursuant to D.C. Official Code § 1-1161.01 et al. and will satisfy all self-certification requirements prior to the execution of any task order, as applicable (**Attachment J.14**).

SECTION J ATTACHMENTS

The following list of attachments is incorporated into by reference.

Attachment Number	Document
J.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 27 Dated June 30, 2023
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
J.4	Bidder/Offeror Certification
J.5	Department of Employment Services First Source Employment Agreement <i>(as required by law)</i>
J.6	Department of Employment Services First Source Employment Plan <i>(as required by law)</i>
J.7	DSLBD SBE Subcontracting Plan Form <i>(as required by law)</i>
J.8	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.9	Certificate of District City-wide Clean Hands available at https://mytax.dc.gov/
J.10	Past Performance Evaluation Form
J.11	Parcel 6 Parking Garage Layout
J.12	Price Section B.3.1
J.13	Operating Budget Format
J.14	Campaign Finance Reform Act – Self Certification Form

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 BIDDER/OFFEROR CERTIFICATION FORM (Attachment J.4)

K.2 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

K.3 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.3.1 Definitions. As used in this provision:

K.3.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.3.1.2 **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.3.1.3 **Criminal drug statute** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

K.3.1.4 **Drug-free workplace** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.3.1.5 **Employee** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.3.1.6 **Individual:** means an Offeror/contractor that has no more than one employee including the Offerors/contractor.

K.3.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The Contractor’s policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in the performance of the contract with a copy of the statement required by Section K.3.2(1) of this clause.
- (4) Notify such employees in writing in the statement required by Section K.3.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under Section K.3.2 (4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.
- (6) Within 30 days after receiving notice under Section K.3.2 (4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or

- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of Section K.3.2 (1) through K.3.2 (6) of this clause.

K.3.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.3.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of Sections K.3.2 or K.3.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The Department intends to award a single Fixed-Price Incentive Contract resulting from this solicitation to the responsive and responsible Offeror whose offer conform to the solicitation and will be most advantageous to the Department, in accordance with D.C. Official Code § 2-354.03, cost or price, technical and other factors, specified elsewhere in this solicitation shall be considered.

L.1.2 Selection of Negotiation Process

In accordance with **27 DCMR § 1632**, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the Contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 The procurement of these services will be conducted electronically; proposal shall be submitted via email to the Contract Specialist of record, **James Marshall** at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>. To be considered, an Offeror **shall** submit all required attachments via email before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals **will not be accepted**.

L.2.2 Volume I – Technical Proposal shall be submitted as an individual .pdf file. **Volume II – Price Proposal and Attachments** shall be submitted as an individual .pdf file. The District **will not** be responsible for corruption of **any** files submitted. If a submitted file cannot be viewed and printed as specified, it will not be considered.

L.2.3 The Offeror shall submit the following with its electronic proposal submission: (i) a technical proposal; and (ii) a Price proposal and Attachments identified in Section L.2.9. **Please note that each attachment is limited to a maximum size of 25 MB. Contractors are permitted to deliver all documents by way of multiple email submissions; however, all emails must be received on or before the submission deadline to be considered.**

L.2.4 The Offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal”, “Subcontracting Plan”, “Past Performance Evaluation Form [Company Name]” etc.

- L.2.5** Offerors are directed to the specific proposal evaluation criteria found in **Section [M]** of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror’s response. The Offeror shall submit information in a clear, concise, ***factual***, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation of all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to ***fully*** meet the requirements in Section C of this RFP.
- L.2.6** Offerors shall complete, sign, and submit all Representations, Certifications, Compliance Documents and Acknowledgments as appropriate.
- L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.
- L.2.8** **Technical Proposal *must be*** organized and prepared as follows:
- (a) Table of Contents.
 - (b) Each page of the proposal must be numbered consecutively.
 - (c) Proposals shall be typewritten in 12-point font size; on 8.5” by 11”; and with each section separated (i.e., Relevant Experience and Past Performance of the Contractor and its Team, Relevant Experience of the Contractor’s Proposed Key Personnel & Staffing, and Project Management Plan).
- L.2.9** **Price Proposal *must be*** organized and prepared as follows:
- (a) Completed Price Schedule substantially in form of **Attachment J.12** **NOTE:** In the opinion of the Department, any material deviations of this from, **Attachment J.12**, which is provided by the Department, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.
 - (b) Bidder Offeror/Offeror Certification – **Attachment J.4.**
 - (c) DOES First Source Employment Agreement – **Attachment J.5.**
 - (d) DOES First Source Employment Plan – **Attachment J.6.**
 - (e) DSLBD Subcontracting Plan Form – **Attachment J.7.**
 - (f) EEO Policy and Report – **Attachment J.8.**
 - (g) Certificate of District City-wide Clean Hands [https://mytax.dc.gov/ /](https://mytax.dc.gov/) – **Attachment J.9.**
 - (h) Offerors’ Past Performance Evaluation Form(s)- **Attachment J.10 - The Offeror shall provide no less than three (3) Past Performance Evaluations from its clients where providing comparable relative and related services defined by this RFP.**
 - (i) A draft Operating Budget (**Attachment J.13**) for the base year and each option year. The budget should list in detail the anticipated costs for labor, maintenance, overhead, and all other expenses (excluding profit). The proposed fixed fee shall not exceed the proposed operating budget for each corresponding year.

(j) Campaign Finance Reform Act Self-Certification

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, **redacted** in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted along with the electronic copy submission outlined in Section L.2.2. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the Contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be subject to applicable FOIA exemptions.

L.4 PRE-PROPOSAL CONFERENCE AND SITE VISIT

L.4.1 Pre-proposal Conference

A Pre-proposal conference will be held October 18, 2023, at 10:00am at the R.I.S.E. Demonstration Center located at 2730 Martin Luther King Jr Ave SE, Washington, DC 20032. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation.

Impromptu questions will be permitted, and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District’s final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the Department’s web site. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.4.1.1 Question and Answers (Virtual). The Department will provide a second opportunity for potential offerors to ask questions regarding the RFP on October 25, 2023, at 10:00am. Please submit questions to the attention of **James Marshall** at <https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2> no later than 4:00pm October 24, 2023. This session will be held virtually and can be accessed at [Click here to join the meeting](#) All provisions of L.4.1 above will apply.

L.4.2 Site Visit

A site visit will be held immediately following the Pre-proposal Conference. **Note:** This is the only site visit scheduled.

L.5 RESERVED

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically to the Contact Person identified in L.19. The prospective offeror should submit questions no later than **November 1, 2023**. The District may not consider any questions received after **November 1, 2023**. The District will furnish responses via the DGS website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.7 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.7.1 Delivery of Submissions

Submissions shall be submitted electronically through the DGS portal at:
<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

L.7.2 Date and Time for Receiving Submissions

Submissions shall be sent electronically as described in Section L.7.1 no later than **2:00 P.M. on November 15, 2023**. The Offeror assumes the sole responsibility for timely submission of its proposal.

L.7.3 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

L.7.4 Late Proposals

The Department will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.7.5 Late Modifications

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

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a Contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.8.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.9 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.10 PROPOSAL PROTESTS

Any actual or prospective offeror or Contractor who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (the "Board") a protest no later than ten (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 at the time set for receipt of initial proposals shall be filed with the Board prior to 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 the 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, 441 4th Street, N.W., Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.11 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be

construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.12 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.13 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.14(H) to James Marshall at james.marshall@dc.gov.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation with its proposal.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under **27 DCMR § 1632.1(c)**, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the Contract to the highest-ranked offeror or negotiate with the highest ranked offeror in accordance with **27 DCMR § 1634**.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offerors.

L.17.2 A copy of each District of Columbia license, registration, or certification that the offeror is required by law to obtain. If the offeror 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.17.3 If the Offeror 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.18 FAMILIARIZATION WITH CONDITIONS

Offerors 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. Contractors 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.19 CONTACT PERSON

The Contact person for this solicitation is:

James H. Marshall
Contracting Officer
Department of General Services
3924 Minnesota Avenue NE 5th Floor
Washington, DC 20019
james.marshall@dc.gov

L.20 GENERAL STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the Contract requirements; therefore, the prospective Contractor must submit relevant documentation within five (5) days of the request by the District.

L.20.1 To be determined responsible, a prospective Contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the Contract.
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government Contract commitments.
- (c) Has a satisfactory performance record.
- (d) Has a satisfactory record of integrity and business ethics.
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations.

- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills.
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities.
- (i) Has not exhibited a pattern of overcharging the District.
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.20.2

If the prospective Contractor fails to supply the information requested, the CO 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 CO shall determine the prospective Contractor to be non-responsible.

**SECTION M
EVALUATION FACTORS**

M.1 EVALUATION FOR AWARD

The Contract will be awarded to the responsive and responsible Offeror(s) whose offer(s) are most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The Offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA 112-Points Maximum

The Evaluation Criteria set forth below has been developed by agency technical personnel and has been tailored to the requirements of this RFP for Parking Garage services. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation. Each offeror’s proposal will be evaluated, and the Government will make a determination of the relevancy and confidence level using the scales in the Table identified in Section M.2.1. While the Government will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The offerors that provide the best value to the Government are based on the results of the evaluation criteria described in the paragraph below which outline the evaluation factors.

M.3.1 TECHNICAL CRITERIA 80 Points Maximum

These factors consider the Offeror’s experience, past performance, key personnel, and proposed business operations model used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance.

TECHNICAL EVALUATION FACTORS	POINTS
Factor A: Relevant Experience and Past Performance of the Contractor and its Team	30
Factor B: Relevant Experience of the Contractor’s Proposed Key Personnel & Staffing	20
Factor C: Project Management Plan	30
TOTAL MAXIMUM TECHNICAL POINTS ALLOWABLE	80

M.3.1.1 Relevant Experience and Past Performance of the Contractor and its Team (30 points)

The Offeror shall provide at a minimum the following to demonstrate the Offeror’s relative experience and past performance to operate, manage, and maintain parking facilities. Interested and qualified offerors that can demonstrate their ability to successfully provide the required Services contemplated by this RFP are invited to submit proposal(s), provided they meet the following minimum requirements:

M.3.1.1.1 Offerors must demonstrate, at minimum, five (5) years experience in the operation of parking management facilities: (i) with a minimum total of 750 spaces; and (ii) generating at least \$500,000 in annual gross revenues; and

M.3.1.1.2 The proposed General Manager must have at least three (3) years of experience managing

parking services at parking facilities, similar in nature and scope to the Services contemplated by this RFP. Provide a summary of the firm's organization and the firm's past overall experience as well as experience on similar or related contracts:

- (a) A description of the Offeror's overall experience managing, operating, and maintaining parking facilities, including how long your firm has been in the parking garage management service business and whether your firm is licensed to do business in the District of Columbia. The Offeror shall include a discussion of how this experience prepares the Offeror to complete the required services as described in Section C.5.
- (b) List all contracts three (3) at minimum that the Offeror has worked as a prime or subcontractor in the last five (5) years that are similar to the required Services. For purposes of this paragraph, similar shall mean the management, operation, and maintenance of parking facilities similar in size and scope as those described in Section C. This information shall include the name/location of the parking facility, name of the parking facility owner, the number of parking spaces, hours of operation, type of parking (residential, commercial) and a verifiable reference or contact person for each such owner including telephone and email address.
- (c) Past Performance Evaluation Forms substantially in the form of **Attachment J.10**. The Offeror shall provide no less than three (3) Past Performance Evaluations completed by its clients as references of and demonstrating the Offerors experiencing providing comparable, relative, and related services defined by this RFP.

The past performance assessment will assess the confidence in the offeror's team member's ability (which includes, if applicable, the extent of its critical subcontractors' involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated present and past work record. A critical subcontractor is defined as any subContractor providing support for technical compliance which represents a significant out-sourced capability. The Government will evaluate the offeror's/the critical subcontractors' demonstrated record of Contract compliance in supplying services and products and that meet users' needs, including cost and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. For purposes of this evaluation, recency is defined as active or completed efforts performed within the past five (5) years from the issuance date of this solicitation. The Government will make an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent submitted Contracts, but the Government is not bound by the offeror's opinion of relevancy.

M.3.1.2 Relevant Experience of the Contractor's Proposed Key Personnel & Staffing (20 points)

The Offeror shall provide at a minimum the following to describe the key personnel and

staffing to operate, manage, and maintain the parking garage:

- (a) Identify the Key Personnel listed in C.5.1.2.1 and provide a resume for each indicating the individual meets the minimum qualifications and maintains the experience to perform the responsibilities described in C.5.1.2.1.
- (b) Provide a minimum of 3 and a maximum of five (5) projects with a scope similar to the Services on which each Key Personnel has previously worked.
- (c) Staffing Plan including position descriptions for all positions included in the Offeror's Staffing Plan, how the offeror intends to identify, train, retain, and supervise staff to provide the required services.
- (d) Organizational Chart that includes all positions in the Offeror's Staffing Plan.
- (e) Commitment Letters signed by each Key Personnel, on company letterhead, acknowledging the individual's employment commitment to work through the term of the Contract.

M.3.1.3 Project Management Plan

(30 points)

Offerors shall demonstrate and provide evidence that the Offeror possesses expertise and has a complete and thorough understanding of the RFP requirements in order to perform the Services in a professional and quality manner. To that end, the Offerors shall detail its approach to fulfilling the requirements described in **Section [C.5]** providing at a minimum the following:

- (a) Discussion of the Offeror's understanding and knowledge of the required Services including the Parking Garage Operations and Management Services (C.5.1), Revenue Related Services (C.5.2), and Maintenance Services (C.5.3).
- (b) Offerors knowledge of parking industry best practices and applicable District and federal laws relative to the requirements described in Section C.5.
- (c) Describe the Offeror's overall capacity to provide the required Services.
- (d) Description of the Offerors approach to administering the Services, including operating hours, staff utilization, and required supplies.
- (e) A discussion of any innovative programs or services to be provided by the Offeror and the expected benefit of the service(s), including a plan for increasing revenue.
- (f) The Contractor shall provide a draft Operating Plan as defined in C.3.1.33 and discussed throughout Section C.5.1.1.3 (a); a draft Safety Plan (C.5.1.1.3 (b)) and a draft Quality Assurance Plan (C.5.1.1.3 (c)).
- (g) Detailed description of proposed accounting and Cash Control Procedures.

M.3.2 PRICE CRITERION

20 Points Maximum

The Offeror's proposed price shall be presented in **Attachment J.12** and will be evaluated based on two factors: *(i)* the proposed fixed monthly rate which shall cover the Offerer's operating costs, and *(ii)* the proposed fixed monthly incentive rate (which will equate to the Offeror's profit.

The price evaluation will be objective. The Offeror with the lowest overall price will receive the maximum 20 price points. All other proposals will receive a proportionately

lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

For the avoidance of any confusion, the Offeror's Grand Total provided in Section B.3.1.5 (Attachment J.12) will be the Price Evaluated.

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION [M.5.2] 12 Points Maximum

M.3.4 TOTAL POINTS 112 Points Maximum
 Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
Criteria A: Technical Evaluation TOTAL AVAILABLE TECHNICAL POINTS	80
Criteria B: PRICE TOTAL AVAILABLE PRICE POINTS	20
Criteria C: DSLBD CBE Preference Points TOTAL MAXIMUM POINTS ALLOWABLE	12 112

M.4 EVALUATION OF OPTION YEARS

The Department will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total Department's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the Department shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development ("DSLBD") pursuant to Part D of the Act.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime Contractors as follows:

- M.5.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime Contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime Contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subContracting by the prime Contractor with certified business enterprises.

M.5.3 RESERVED [Intentionally Omitted]

M.5.4 Verification of Offeror’s Certification as a Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror’s certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT

ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.