

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

Solicitation Number: DCAM-17-NC-0100

PROPERTY MAINTENANCE SERVICES FOR
VARIOUS DISTRICT-OWNED OR CONTROLLED PROPERTIES

This solicitation is being set-aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE).

Solicitation Issue Date: Monday, July 17, 2017

Proposal Due Date: Monday, August 7, 2017 by 10:00 a.m. EST

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division
Attn: George G. Lewis, CPPO
Frank D. Reeves Center
2000 14th Street, NW | 8th Floor
Washington, DC 20009

Pre-Proposal Conference: July 20, 2017 at 11:00 a.m.
2000 14th Street, NW | 6th Floor
6th Floor DPW Large Conference Room

Site Visit: July 20, 2017 at 1:30 p.m.
McMillan Property – 2501 1st Street NW

Last Day for Questions: Monday, July 24, 2017

Contact: Karen J. Araujo
Contract Specialist
Contracts & Procurement Division
2000 14th Street, NW | 8th Floor
Washington, DC 20009
Phone: (202) 545-3035
Email: karen.araujo@dc.gov

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SECTION B SUPPLIES OR SERVICES AND COST

B.1 INTRODUCTION

The District of Columbia Government Department of General Services (“**District**”, “**Department**” or “**DGS**”), is issuing this Request for Proposals (RFP) to engage one Small Business Enterprise (SBE) firm (a “**Contractor**”) to perform Routine Property Maintenance and Supplemental Services for various District of Columbia owned or controlled properties, identified on **Section J, Attachment J.1 – List of Property Locations | Scheduled Services**. The Contractor shall be required to provide an array of services to include, but not limited to, the disposal of litter and trash; report illegal dumping and abandoned vehicles; removal of leaves, graffiti; snow and ice removal; and various improvements and repairs to vacant properties. The objective is to present safe, clean and professional conditions at various District locations.

The awarded Contractor shall provide all management, tools, supplies, equipment, vehicles and labor necessary to successfully perform Routine Property Services and Supplemental Services as required for a base year and up to four (4) one (1) year option periods. The Department reserves the right at any time (including after an award hereunder), to either add or remove property locations and/or to increase or decrease the responsibility under an awarded contract.

Interested Offerors are **required** to bid on all line items and tasks (*where applicable*) for each Property Location, including the base year and the four option year periods. Failure to submit a proposal on all line items and tasks (*where applicable*) for each location, shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

IMPORTANT NOTICE: Contracts & Procurement will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda to this RFP posted on the Department of General Services, Contracts & Procurement website. It is the potential Offeror’s responsibility to frequently visit DGS’ 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.

B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE MARKET ONLY

This RFP is designated only for certified Small Business Enterprise (SBE) Offerors 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. ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE ***at the time of the Proposal Due Date*** are eligible. A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.

B.3 SITE VISIT AND INSPECTION

Each Offeror is encouraged to visit all locations to determine size and site conditions. The act of submitting a proposal is to be considered acknowledgement by the Offeror that they have visited the site, taken measurements and are familiar with the conditions and requirements affecting the work. Failure to do so will *not* relieve the successful Offeror of his/her obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this bid.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the Offeror to fulfill in every detail all requirements set forth herein.

B.3.1 Site Visit for McMillan (Secured Site): Because this is a secured site, Offerors may visit the McMillan property located at **2501 1st Street NW** strictly on the date listed below (**in bold**). Offerors are required to email the COTR, Savitra Wright, at the email listed on **Section G.9.2**, no later than *Wednesday, July 19, 2017 by 10:00 a.m.* to provide full names of all visitors, company name, and property locations to visit. The Offeror shall be required to provide credentials at each site location. Please note that if the Offeror does not inform the COTR in advance, Offeror may be turned away from conducting a site inspection.

Date: Thursday, July 20, 2017; Time: 1:30 p.m. – 2:30 p.m.

B.3.2 Other Site Inspections: Offerors may visit all the property locations listed on **Attachment J.1** on their own time prior to the Proposal Due Date. Property locations (with the exception of McMillan) are non-secured sites; therefore Offerors are not required to provide credentials or inform the COTR in advance.

B.4 TYPE OF CONTRACT

B.4.1 The Contract awarded pursuant to this RFP shall be a firm-fixed price contract with a cost reimbursement component as described in **Sections B.5, B.6 and B.7.**

B.5 COST SCHEDULE – COST REIMBURSEMENT COMPONENT

CLIN	ITEM DESCRIPTION	BASE YEAR	OPTION YEAR ONE	OPTION YEAR TWO	OPTION YEAR THREE	OPTION YEAR FOUR
		NOT-TO-EXCEED COST	NOT-TO-EXCEED COST	NOT-TO-EXCEED COST	NOT-TO-EXCEED COST	NOT-TO-EXCEED COST
001	SUPPLEMENTAL SERVICES (including services beyond routine property maintenance services and landscaping services)	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00

B.6 PRICING

The contract pursuant to this Request for Proposal (“RFP”) shall be based on firm-fixed fully loaded monthly rates for routine services (includes pest services on selected locations); firm fixed monthly rates for landscaping services and firm-fixed rates per session for snow, pre-treatment and ice removal on an as-needed basis, as described in **Section C** and in accordance with **Section B.7 Price Schedule (Price Proposal Form)**. These rates shall be the Offeror’s sole method of compensation and as such shall be sufficient to cover all of the costs necessary to provide services including, but not limited to, labor, supplies, material, repair parts, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit and all else necessary to perform all work related to providing the District with safe and proper provision of required Property Maintenance Services as described herein.

B.7 PRICE SCHEDULE (PRICE PROPOSAL FORM)

J.2 PRICE SCHEDULE													
TASK 1: ROUTINE SERVICES (C.5.1)													
BASE YEAR PLUS OY1-OY4													
CLIN	LOCATION	UNIT	QTY	BASE YEAR		OPTION YEAR ONE		OPTION YEAR TWO		OPTION YEAR THREE		OPTION YEAR FOUR	
				FIRM-FIXED FULLY LOADED MONTHLY RATE	FIRM-FIXED FULLY LOADED EXTENDED RATE	FIRM-FIXED FULLY LOADED MONTHLY RATE	FIRM-FIXED FULLY LOADED EXTENDED RATE	FIRM-FIXED FULLY LOADED MONTHLY RATE	FIRM-FIXED FULLY LOADED EXTENDED RATE	FIRM-FIXED FULLY LOADED MONTHLY RATE	FIRM-FIXED FULLY LOADED EXTENDED RATE	FIRM-FIXED FULLY LOADED MONTHLY RATE	FIRM-FIXED FULLY LOADED EXTENDED RATE
001	5127 NANNIE HELEN BURROWS AVE (STRAND THEATER)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
002	Skyland: Land Space behind/around shopping center (C.5.1.2 PEST CONTROL SERVICES NOT NEEDED)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
003	500 Park Road NW	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
004	3418-3420 Wader St NW	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
005	1850-1858 8th Street NW	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
006	637 Rhode Island Ave NW	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
007	1507 7th Street NW	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
008	1501-1503 7th Street NW	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
009	2501 1st Street NW (McMillan Site)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
010	1520-1522 North Capitol Street NW	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
011	Mt Carmel (NW Corner of 2nd & H, and the NW Corner of 3rd & I)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
012	I Street NW (Near Corner 13th & Wylie)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
013	625 T St NW (C.5.1.2 PEST CONTROL SERVICES NOT NEEDED)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
014	Crummell	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
015	Waterfront Station - 1000 4th Street SW (C.5.1.2 PEST CONTROL SERVICES NOT NEEDED)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
016	Northwest One	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
017	1125 Spring Rd (C.5.1.2 PEST CONTROL SERVICES NOT NEEDED)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
018	8th and O - 1336 8th St NW (C.5.1.2 PEST CONTROL SERVICES NOT NEEDED)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
019	Grimke Elementary	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
020	965 Florida Ave NW (C.5.1.2 PEST CONTROL SERVICES NOT NEEDED)	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
021	Stevens Elementary	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
022	1443 Columbia Ct NW	MONTHLY	12		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL					\$ -		\$ -		\$ -		\$ -		\$ -

J.2. PRICE SCHEDULE
 TASK II: LANDSCAPING (C.5.2) MAY - JULY & AUG - NOV
 BASE YEAR PLUS OY1-OY4

CLIN	LOCATION	BASE YEAR			OPTION YEAR ONE			OPTION YEAR TWO			OPTION YEAR THREE			OPTION YEAR FOUR		
		FIRM-FIXED FULLY LOADED RATE (MAY-JULY) *BI-WEEKLY FOR 3 MONTHS	FIRM-FIXED FULLY LOADED RATE (AUG-NOV) *ONCE PER MONTH FOR 4 MONTHS	FIRM-FIXED FULLY LOADED EXTENDED RATE (MAY-NOV)	FIRM-FIXED FULLY LOADED RATE (MAY-JULY) *BI-WEEKLY FOR 3 MONTHS	FIRM-FIXED FULLY LOADED RATE (AUG-NOV) *ONCE PER MONTH FOR 4 MONTHS	FIRM-FIXED FULLY LOADED EXTENDED RATE (MAY-NOV)	FIRM-FIXED FULLY LOADED RATE (MAY-JULY) *BI-WEEKLY FOR 3 MONTHS	FIRM-FIXED FULLY LOADED RATE (AUG-NOV) *ONCE PER MONTH FOR 4 MONTHS	FIRM-FIXED FULLY LOADED EXTENDED RATE (MAY-NOV)	FIRM-FIXED FULLY LOADED RATE (MAY-JULY) *BI-WEEKLY FOR 3 MONTHS	FIRM-FIXED FULLY LOADED RATE (AUG-NOV) *ONCE PER MONTH FOR 4 MONTHS	FIRM-FIXED FULLY LOADED EXTENDED RATE (MAY-NOV)	FIRM-FIXED FULLY LOADED RATE (MAY-JULY) *BI-WEEKLY FOR 3 MONTHS	FIRM-FIXED FULLY LOADED RATE (AUG-NOV) *ONCE PER MONTH FOR 4 MONTHS	FIRM-FIXED FULLY LOADED EXTENDED RATE (MAY-NOV)
001	5127 NANNIE HELEN BURROWS AVE (STRAND THEATER)			\$ -			\$ -			\$ -			\$ -			\$ -
002	Skyland: Land Space behind/around shopping center			\$ -			\$ -			\$ -			\$ -			\$ -
003	500 Park Road NW			\$ -			\$ -			\$ -			\$ -			\$ -
004	3418-3420 Wader St NW			\$ -			\$ -			\$ -			\$ -			\$ -
005	1850-1858 8th Street NW			\$ -			\$ -			\$ -			\$ -			\$ -
006	637 Rhode Island Ave NW			\$ -			\$ -			\$ -			\$ -			\$ -
007	1507 7th Street NW			\$ -			\$ -			\$ -			\$ -			\$ -
008	1501-1503 7th Street NW			\$ -			\$ -			\$ -			\$ -			\$ -
009	2501 1st Street NW (McMillan Site)			\$ -			\$ -			\$ -			\$ -			\$ -
010	1520-1522 North Capitol Street NW			\$ -			\$ -			\$ -			\$ -			\$ -
011	Mt Carmel (NW Corner of 2nd & H, and the NW Corner of 3rd & I)			\$ -			\$ -			\$ -			\$ -			\$ -
012	I Street NW (Near Corner 13th & Wylie)			\$ -			\$ -			\$ -			\$ -			\$ -
013	625 T St NW			\$ -			\$ -			\$ -			\$ -			\$ -
014	Crummell			\$ -			\$ -			\$ -			\$ -			\$ -
015	Waterfront Station - 1000 4th Street SW			\$ -			\$ -			\$ -			\$ -			\$ -
016	Northwest One			\$ -			\$ -			\$ -			\$ -			\$ -
017	1125 Spring Rd			\$ -			\$ -			\$ -			\$ -			\$ -
018	8th and O - 1336 8th St NW			\$ -			\$ -			\$ -			\$ -			\$ -
019	Grimke Elementary			\$ -			\$ -			\$ -			\$ -			\$ -
020	965 Florida Ave NW			\$ -			\$ -			\$ -			\$ -			\$ -
021	Stevens Elementary			\$ -			\$ -			\$ -			\$ -			\$ -
022	1443 Columbia Ct NW			\$ -			\$ -			\$ -			\$ -			\$ -
	TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

J.2 PRICE SCHEDULE											
TASK III: PRE-TREATMENT, ICE REMOVAL, SNOW REMOVAL (C.5.3)											
BASE YEAR											
BASE YEAR											
CLJN	LOCATION	UNIT	QTY	PRE-TREATMENT	ICE REMOVAL	SNOW REMOVAL 0"-3"	SNOW REMOVAL 3"-6"	SNOW REMOVAL 6"-9"	SNOW REMOVAL 9"-12"	SNOW REMOVAL 12.1" & OVER	TOTAL PER LOCATION
001	5127 NANNIE HELEN BURROWS AVE (STRAND THEATER)	FLAT RATE	1								\$ -
002	Skyland: Land Space behind/around shopping center	FLAT RATE	1								\$ -
003	500 Park Road NW	FLAT RATE	1								\$ -
004	3418-3420 Wader St NW	FLAT RATE	1								\$ -
005	1850-1858 8th Street NW	FLAT RATE	1								\$ -
006	637 Rhode Island Ave NW	FLAT RATE	1								\$ -
007	1507 7th Street NW	FLAT RATE	1								\$ -
008	1501-1503 7th Street NW	FLAT RATE	1								\$ -
009	2501 1st Street NW (McMillan Site)	FLAT RATE	1								\$ -
010	1520-1522 North Capitol Street NW	FLAT RATE	1								\$ -
011	Mt Carmel (NW Corner of 2nd & H, and the NW Corner of 3rd & I)	FLAT RATE	1								\$ -
012	I Street NW (Near Corner 13th & Wylie)	FLAT RATE	1								\$ -
013	625 T St NW	FLAT RATE	1								\$ -
014	Crummell	FLAT RATE	1								\$ -
015	Waterfront Station - 1000 4th Street SW	FLAT RATE	1								\$ -
016	Northwest One	FLAT RATE	1								\$ -
017	1125 Spring Rd	FLAT RATE	1								\$ -
018	8th and O - 1336 8th St NW	FLAT RATE	1								\$ -
019	Grimke Elementary	FLAT RATE	1								\$ -
020	965 Florida Ave NW	FLAT RATE	1								\$ -
021	Stevens Elementary	FLAT RATE	1								\$ -
022	1443 Columbia Ct NW	FLAT RATE	1								\$ -
TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

J.2 PRICE SCHEDULE											
TASK III: PRE-TREATMENT, ICE REMOVAL, SNOW REMOVAL (C.5.3)											
OPTION YEAR ONE											
OPTION YEAR ONE (1)											
CLIN	LOCATION	UNIT	QTY	PRE-TREATMENT	ICE REMOVAL	SNOW REMOVAL 0"-3"	SNOW REMOVAL 3"-6"	SNOW REMOVAL 6"-9"	SNOW REMOVAL 9"-12"	SNOW REMOVAL 12.1" & OVER	TOTAL PER LOCATION
001	5127 NANNIE HELEN BURROWS AVE (STRAND THEATER)	FLAT RATE	1								\$ -
002	Skyland: Land Space behind/around shopping center	FLAT RATE	1								\$ -
003	500 Park Road NW	FLAT RATE	1								\$ -
004	3418-3420 Wader St NW	FLAT RATE	1								\$ -
005	1850-1858 8th Street NW	FLAT RATE	1								\$ -
006	637 Rhode Island Ave NW	FLAT RATE	1								\$ -
007	1507 7th Street NW	FLAT RATE	1								\$ -
008	1501-1503 7th Street NW	FLAT RATE	1								\$ -
009	2501 1st Street NW (McMillan Site)	FLAT RATE	1								\$ -
010	1520-1522 North Capitol Street NW	FLAT RATE	1								\$ -
011	Mt Carmel (NW Corner of 2nd & H, and the NW Corner of 3rd & I)	FLAT RATE	1								\$ -
012	I Street NW (Near Corner 13th & Wylie)	FLAT RATE	1								\$ -
013	625 T St NW	FLAT RATE	1								\$ -
014	Crummell	FLAT RATE	1								\$ -
015	Waterfront Station - 1000 4th Street SW	FLAT RATE	1								\$ -
016	Northwest One	FLAT RATE	1								\$ -
017	1125 Spring Rd	FLAT RATE	1								\$ -
018	8th and O - 1336 8th St NW	FLAT RATE	1								\$ -
019	Grimke Elementary	FLAT RATE	1								\$ -
020	965 Florida Ave NW	FLAT RATE	1								\$ -
021	Stevens Elementary	FLAT RATE	1								\$ -
022	1443 Columbia Ct NW	FLAT RATE	1								\$ -
TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

J.2 PRICE SCHEDULE											
TASK III: PRE-TREATMENT, ICE REMOVAL, SNOW REMOVAL (C.5.3)											
OPTION YEAR TWO											
OPTION YEAR TWO (2)											
CLIN	LOCATION	UNIT	QTY	PRE-TREATMENT	ICE REMOVAL	SNOW REMOVAL 0"-3"	SNOW REMOVAL 3"-6"	SNOW REMOVAL 6"-9"	SNOW REMOVAL 9"-12"	SNOW REMOVAL 12.1" & OVER	TOTAL PER LOCATION
001	5127 NANNIE HELEN BURROWS AVE (STRAND THEATER)	FLAT RATE	1								\$ -
002	Skyland: Land Space behind/around shopping center	FLAT RATE	1								\$ -
003	500 Park Road NW	FLAT RATE	1								\$ -
004	3418-3420 Wader St NW	FLAT RATE	1								\$ -
005	1850-1858 8th Street NW	FLAT RATE	1								\$ -
006	637 Rhode Island Ave NW	FLAT RATE	1								\$ -
007	1507 7th Street NW	FLAT RATE	1								\$ -
008	1501-1503 7th Street NW	FLAT RATE	1								\$ -
009	2501 1st Street NW (McMillan Site)	FLAT RATE	1								\$ -
010	1520-1522 North Capitol Street NW	FLAT RATE	1								\$ -
011	Mt Carmel (NW Corner of 2nd & H, and the NW Corner of 3rd & I)	FLAT RATE	1								\$ -
012	I Street NW (Near Corner 13th & Wylie)	FLAT RATE	1								\$ -
013	625 T St NW	FLAT RATE	1								\$ -
014	Crummell	FLAT RATE	1								\$ -
015	Waterfront Station - 1000 4th Street SW	FLAT RATE	1								\$ -
016	Northwest One	FLAT RATE	1								\$ -
017	1125 Spring Rd	FLAT RATE	1								\$ -
018	8th and O - 1336 8th St NW	FLAT RATE	1								\$ -
019	Grimke Elementary	FLAT RATE	1								\$ -
020	965 Florida Ave NW	FLAT RATE	1								\$ -
021	Stevens Elementary	FLAT RATE	1								\$ -
022	1443 Columbia Ct NW	FLAT RATE	1								\$ -
TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

J.2 PRICE SCHEDULE											
TASK III: PRE-TREATMENT, ICE REMOVAL, SNOW REMOVAL (C.5.3)											
OPTION YEAR THREE											
OPTION YEAR THREE (3)											
CLIN	LOCATION	UNIT	QTY	PRE-TREATMENT	ICE REMOVAL	SNOW REMOVAL 0"-3"	SNOW REMOVAL 3"-6"	SNOW REMOVAL 6"-9"	SNOW REMOVAL 9"-12"	SNOW REMOVAL 12.1" & OVER	TOTAL PER LOCATION
001	5127 NANNIE HELEN BURROWS AVE (STRAND THEATER)	FLAT RATE	1								\$ -
002	Skyland: Land Space behind/around shopping center	FLAT RATE	1								\$ -
003	500 Park Road NW	FLAT RATE	1								\$ -
004	3418-3420 Wader St NW	FLAT RATE	1								\$ -
005	1850-1858 8th Street NW	FLAT RATE	1								\$ -
006	637 Rhode Island Ave NW	FLAT RATE	1								\$ -
007	1507 7th Street NW	FLAT RATE	1								\$ -
008	1501-1503 7th Street NW	FLAT RATE	1								\$ -
009	2501 1st Street NW (McMillan Site)	FLAT RATE	1								\$ -
010	1520-1522 North Capitol Street NW	FLAT RATE	1								\$ -
011	Mt Carmel (NW Corner of 2nd & H, and the NW Corner of 3rd & I)	FLAT RATE	1								\$ -
012	I Street NW (Near Corner 13th & Wylie)	FLAT RATE	1								\$ -
013	625 T St NW	FLAT RATE	1								\$ -
014	Crummell	FLAT RATE	1								\$ -
015	Waterfront Station - 1000 4th Street SW	FLAT RATE	1								\$ -
016	Northwest One	FLAT RATE	1								\$ -
017	1125 Spring Rd	FLAT RATE	1								\$ -
018	8th and O - 1336 8th St NW	FLAT RATE	1								\$ -
019	Grimke Elementary	FLAT RATE	1								\$ -
020	965 Florida Ave NW	FLAT RATE	1								\$ -
021	Stevens Elementary	FLAT RATE	1								\$ -
022	1443 Columbia Ct NW	FLAT RATE	1								\$ -
TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

J.2 PRICE SCHEDULE											
TASK III: PRE-TREATMENT, ICE REMOVAL, SNOW REMOVAL (C.5.3)											
OPTION YEAR FOUR											
OPTION YEAR FOUR (4)											
CLIN	LOCATION	UNIT	QTY	PRE-TREATMENT	ICE REMOVAL	SNOW REMOVAL 0"-3"	SNOW REMOVAL 3"-6"	SNOW REMOVAL 6"-9"	SNOW REMOVAL 9"-12"	SNOW REMOVAL 12.1" & OVER	TOTAL PER LOCATION
001	5127 NANNIE HELEN BURROWS AVE (STRAND THEATER)	FLAT RATE	1								\$ -
002	Skyland: Land Space behind/around shopping center	FLAT RATE	1								\$ -
003	500 Park Road NW	FLAT RATE	1								\$ -
004	3418-3420 Wader St NW	FLAT RATE	1								\$ -
005	1850-1858 8th Street NW	FLAT RATE	1								\$ -
006	637 Rhode Island Ave NW	FLAT RATE	1								\$ -
007	1507 7th Street NW	FLAT RATE	1								\$ -
008	1501-1503 7th Street NW	FLAT RATE	1								\$ -
009	2501 1st Street NW (McMillan Site)	FLAT RATE	1								\$ -
010	1520-1522 North Capitol Street NW	FLAT RATE	1								\$ -
011	Mt Carmel (NW Corner of 2nd & H, and the NW Corner of 3rd & I)	FLAT RATE	1								\$ -
012	I Street NW (Near Corner 13th & Wylie)	FLAT RATE	1								\$ -
013	625 T St NW	FLAT RATE	1								\$ -
014	Crummell	FLAT RATE	1								\$ -
015	Waterfront Station - 1000 4th Street SW	FLAT RATE	1								\$ -
016	Northwest One	FLAT RATE	1								\$ -
017	1125 Spring Rd	FLAT RATE	1								\$ -
018	8th and O - 1336 8th St NW	FLAT RATE	1								\$ -
019	Grimke Elementary	FLAT RATE	1								\$ -
020	965 Florida Ave NW	FLAT RATE	1								\$ -
021	Stevens Elementary	FLAT RATE	1								\$ -
022	1443 Columbia Ct NW	FLAT RATE	1								\$ -
TOTAL				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Department of General Services seeks to engage one SBE firm to perform Routine Property Maintenance and Supplemental Services to various District of Columbia owned or controlled properties, identified on **Section J, Attachment J.1 – List of Property Locations | Scheduled Services**. The Contractor shall be required to provide an array of services to include, but not limited to, the disposal of litter and trash; report illegal dumping and abandoned vehicles; removal of leaves, graffiti; snow and ice removal; and various improvements and repairs to vacant properties. These services are categorized by tasks: *Task I: Routine Property Maintenance Services*; *Task II: Seasonal Landscaping Services*; and *Task III: Snow and Ice Removal Services* (on an as-needed basis).

The selected Contractor shall be required to provide all management, tools, supplies, equipment, vehicles and labor necessary to perform routine property maintenance, seasonal landscaping, snow and ice removal and supplemental services at various District-owned or controlled properties, in accordance with the List of Property Sites described in **Section J, Attachment J.1**. The Department reserves the right at any time (including after an award hereunder), to either add or remove facilities and/or to increase or decrease the responsibility under an awarded contract.

C.2 APPLICABLE DOCUMENTS

The Offeror shall refer to **Section J – Attachments** of this RFP.

C.3 DEFINITIONS

For purposes of this solicitation, the following terms shall have the meanings set forth below:

“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 Sub Contractors.

“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 Agreement.

“COTR” means the Contracting Officer’s Technical Representative. The COTR is responsible for technical direction and administration of the TOs issued against the IDIQ contracts.

“**Key Personnel**” refers to the Contractor’s personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor and the COTR.

“**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 (SLA’s) and oversee city-wide facilities work order request, and monitor contractor’s costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.

C.4 RESERVED

C.5 REQUIREMENTS

C.5.1 TASK I: ROUTINE PROPERTY MAINTENANCE SERVICES

The Contractor shall provide Routine Property Maintenance Services (which includes pest control services) for each property listed in **Section J, Attachment J.1**. The Contractor shall visit the properties and in addition to performing maintenance services, shall inspect the facilities, grounds, and structures for any abnormalities or conditions which require intervention by DGS or local authorities. The Department may add or remove properties from the contract for reasons such as acquisition or disposition of property by DGS.

C.5.1.1 Routine Services

The Contractor shall provide the following routine maintenance services on a **weekly basis at a minimum** for each property listed in **Section J, Attachment J.1**.

C.5.1.1.1 Collect and dispose of litter and trash on property grounds. **Note:** Trash generated by businesses is the responsibility of the occupying tenant.

C.5.1.1.2 Monitor and report illegal dumping to the Contracting Officer's Technical Representative (COTR). *Remove illegally dumped items in accordance with **Section C.5.4**.*

C.5.1.1.3 Report abandoned vehicles to the COTR. The Contractor shall *not* remove abandoned vehicles.

C.5.1.1.4 Collect and remove leaves, brush and excess foliage from designated properties.

C.5.1.1.5 Monitor and report graffiti to the COTR. *Removal of graffiti shall be upon approval by the COTR in accordance with **Section C.5.4**.*

C.5.1.1.6 Clear catch basins and roof drainage systems of debris; remove leaves, brush and excess foliage from property.

C.5.1.1.7 Provide After Hours Facility Access and serve as escort through occupied properties as requested by the COTR.

C.5.1.1.8 Inspect HVAC, plumbing, and electrical service at occupied properties on a monthly basis and report defective conditions and building systems in a written report submittal with monthly invoices.

C.5.1.2 Pest Control Services

The Contractor shall provide interior and exterior service, **once per month** to control roaches, ants, crickets, spiders, rates and mice. Service shall be provided after normal working hours, weekends, and/or holidays.

C.5.2 TASK II: SEASONAL LANDSCAPING SERVICES

The Contractor shall visit specified DGS properties on a **bi-weekly basis from May to July** and on a **monthly basis from August to November**, to provide basic landscaping/lawn services, to include but not limited to weed removal, turf mowing, line trimming along beds and turf edges, and cleanup of clippings and all other associated debris from sidewalks, driveways and hard surfaces. The Contractor shall at a minimum:

C.5.2.1 Confine to the greatest possible extent, all operations, equipment, apparatus and placement of materials to the immediate area of work.

C.5.2.2 Comply with all District of Columbia rules and regulations in effect at the work site, including, but not limited to parking, traffic control plans and OSHA standards for landscape and horticultural services, use of walks, security restrictions, hours of allowable entrance and departure.

C.5.2.3 Store its equipment off-site, not on District property.

C.5.2.4 Notify the COTR verbally and in writing of any defects observed or encountered in surfaces that are to receive service or any obstacles, if such defects or obstacles may affect operations or present a safety concern. Defects may include anything that impedes the Contractor's ability to provide services.

C.5.2.5 Provide **Material Safety Data Sheets (MSDS)** at the start of the contract of all products to be applied relating to landscaping services. If there are changes to products to be applied after the Contractor's initial submission at the beginning of the contract, the Contractor shall provide MSDS of any new chemicals to be used either at the start of each grass growing season (March); or if a change occurs during the grass growing season – three (3)

days prior to the planned application if a chemical is to be applied. **All chemicals applied must meet Environmental Protection Agency (EPA) requirements and in accordance with the manufacturer's procedures and recommendations.**

C.5.2.6 Notify the Department in advance of all chemicals used.

C.5.2.7 Ensure each personnel who apply chemicals are certified pesticide applicators. The Contractor shall submit proof of such certification at the beginning of each contract year.

C.5.3 TASK III: SNOW AND ICE REMOVAL SERVICES (on an as-needed basis)

The Contractor shall maintain the required facility areas free from all hazardous conditions that may develop from ice or snow at entrances, steps, moats, landings, sidewalks, vehicular courts, parking areas and other approaches. All sidewalks, stairways, and parking lots shall be clear of all snow and ice at least one (1) hour prior to the beginning of business hours, and as needed throughout the duration of the storm. The Contractor shall at a minimum:

C.5.3.1 Spread ice melt on sidewalks prior to snowfall and promptly remove snow and ice from sidewalks after snowfall.

C.5.3.2 Provide snow and ice removal on city sidewalks, against all fenced areas.

C.5.3.3 Ensure that snow is not dumped on or near trees, shrubbery, ground cover, or flowerbed areas and snow shall be removed from the premises if the accumulation will result in blocked parking spaces or sidewalks.

C.5.3.4 Ensure that no injury, damage or destruction of property occurs during snow and ice removal services; The Contractor shall be held responsible for all damage to property, grounds and landscaping caused by equipment or the application of chemicals for ice and snow removal.

C.5.3.5 Ensure that all chemicals used for snow and ice removal services are in accordance with Federal Specifications and local codes.

C.5.4 SUPPLEMENTAL SERVICES

The Contractor shall provide supplemental repair and maintenance services for each property identified in **Attachment J.1**. Supplemental repair and maintenance services shall be requested on an as-needed basis by the COTR. The Contractor shall provide the following:

The Contractor shall make repairs to fences and gates as needed to keep them in good working order. The Contractor shall make improvements or repairs to ensure that vacant

buildings remain secure. The Contractor shall advise DGS on the need for repair or improvements needed, and on a case by-case basis, shall implement such improvements or manage contracts for such improvements.

The Contractor shall not begin work until a written estimate is submitted and approved by the COTR. For work to be subcontracted, the Contractor shall submit to the COTR, three (3) independent estimates detailing materials and labor to accomplish the repair. Complete vendor or subcontractor (*if relevant*) proposals shall be included. The price shall include the Contractor's hourly rates for Supplemental Services requested plus a reasonable cost for parts, General and Administrative (G&A) fees, and negotiated profit, not to exceed a total of ten (10%). There shall only be one (1) mark-up for profit, overhead, G&A, etc. (per repair/proposal) under the terms of this contract. The District will confirm the Contractor's estimated price as fair and reasonable through an independent District estimate of the repair.

The Contractor will be reimbursed for approved services and materials, which are not included in the fixed price for routine services.

C.5.5 SERVICE DAYS & HOURS AND SCHEDULING

The Contractor shall perform all services during the hours of 7:00 a.m. – 7:00 p.m., Monday through Friday, excluding District holidays, unless otherwise approved by the Department. For example, if the Contractor needs to work on a weekend or District holiday in order to maintain the required grass height, the Contractor shall obtain the Department's approval prior to performing the work. There may be situations that require the Contractor to work other than the hours specific herein; in those cases, the Contractor shall advise the Department to reschedule the work to minimize disruption.

C.5.5.1 Schedule of Services: The Contractor shall submit a preliminary schedule of services to the COTR at least by the 1st day of each month and as necessary if changes occur. The Department will approve the schedule prior to commencement of work. If the District requires changes in the schedule at any location after the Contractor's schedule is approved, the Department shall inform the Contractor and request a revised Schedule.

C.5.5.2 The Contractor shall provide a designated phone number for the Department to place on-call service call request, twenty-four (24) hours a day, seven (7) days a week.

C.5.6 EMERGENCY SERVICES

The Contractor shall be available on-call 24-hours per day, seven (7) days per week (including holidays) for emergency maintenance needs, which shall be justified and approved by the COTR in advance.

C.5.6.1 **Response Time:** The Contractor shall respond to the COTR, deploy and arrive on site of an emergency within 90 minutes of notification.

C.5.6.2 The Contractor shall provide the name(s) and phone number(s) of the individual(s) the District should contact for after hour emergency service calls.

C.5.7 EQUIPMENT AND VEHICLES

C.5.7.1 The Contractor shall provide and maintain contractor owned or leased vehicles to meet the requirements of this contract. Any Contractor vehicles used in the performance of this contract shall have the company name prominently displayed on both sides of the vehicle.

C.5.7.2 All equipment used in the performance of this contract shall be in operable condition and meet the local, state and federal safety requirements. The Department may inspect the Contractor's vehicles at any time and direct the removal of any unsafe or non-functional vehicles. All vehicles shall be registered, licensed, insured, and operated by a licensed driver. All vehicles shall be registered; have Department of Transportation (DOT) numbers visible as required by law; and follow all District regulations related to parking, driving, and licensing.

C.5.7.3 The Contractor's equipment, including but not limited to mowers (push, riding and tractor), and trimmer shall be of a quality, size and type suitable for accomplishing the required work. The Contractor's equipment shall be in good repair and able to operate efficiently and safely. Mower blades shall be sharp, to prevent the tearing of the grass blades.

C.5.7.4 The Contractor's equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Department shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the District.

C.5.7.5 The Department may inspect the Contractor's equipment and tools at any time.

C.5.8 PUBLIC SAFETY AND CLEANLINESS

The Contractor shall erect, at the Contractor's expense, proper barricades, signs and warning devices as required for pedestrian and traffic safety when necessary. The Contractor shall employ traffic control procedures, and shall comply with all applicable District Department of Transportation regulations and District Department of Public Works parking regulations while on any site or occupying public space. Erection of

barricades that restrict or redirect pedestrian traffic shall be coordinated in advance with the Department or the District’s Building Manager(s) for the location.

Whenever the Contractor leaves a location, that location shall be clean, safe, and free of any equipment and other materials related the work. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions with the work. The Contractor shall take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- All work and all materials.
- Other property at the site or adjacent thereto.

The Contractor shall give all notices and comply with all applicable laws, ordinance, rules, regulations, and orders of any public authority bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall notify the COTR and promptly remedy all damage or loss to property caused in whole or in part by the Contractor. It is the responsibility of the contractor to bring all hazardous situations to the immediate attention of the COTR.

C.5.9 WORK PLAN AND QUALITY ASSURANCE

C.5.9.1 The Contractor shall establish, develop, maintain, and implement a quarterly Work Plan, including a complete Quality Control Plan (QCP) delineating the Contractor’s Quality Control Program and Inspection System to monitor and control its performance of services to ensure compliance to the contract requirements.

C.5.9.2 The QCP shall include timely and effective corrective action for all deficiencies identified by the Contractor or the Department; shall implement procedures to identify, prevent, and ensure non-recurrence of defective services; shall address inspection procedures; shall provide an action plan for correction of discrepancies; shall provide a strategy for retaining qualified personnel; and shall explain management’s role in its commitment to quality performance.

C.5.9.3 After initial approval, if the plan is updated or changed, the Contractor shall re-submit the QCP to the Department for approval.

C.5.10 REPORTING USING “SALESFORCE”

C.5.10.1 Upon completing its property maintenance services each time, the Contractor shall provide a checklist of services performed and a written report to the COTR within twenty-four (24) hours to the Department through Salesforce.com online work management system. The report shall (i) detail all property locations inspected and maintained; (ii) list repairs recommended (the “PM Repairs”); (iii) state the condition of

such property sites; and (iv) set forth pertinent information about each property site such as current condition, property needs, etc.

- C.5.10.2 The Contractor shall submit daily, weekly and monthly Work Completion Reports to the COTR on a mutually agreed upon schedule. All reports are required to be submitted through the Salesforce system as described in C.10.1.
- C.5.10.3 The Contractor shall immediately notify the COTR, in writing, of any accidents on the job site arising from the performance of this contract that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.
- C.5.10.4 The Contractor shall submit monthly reports to DGS detailing the maintenance services provided for each property. Reports should be submitted with monthly invoices.
- C.5.10.5 Within five (5) business days after completion of work, the Contractor shall provide the COTR with a full report ("Report") of any Property Location serviced. The Contractor shall submit all reports, with updates, to the Department through Salesforce. These reports will also include summaries, notes, pictures, and any other information requested by the COTR, as well as record the following information:
 - C.5.10.5.1 The date and time of initial contact
 - C.5.10.5.2 The date and time of the arrival and departure of Contractor staff
 - C.5.10.5.3 The full name of mechanic and credentials
 - C.5.10.5.4 The full explanation of the problem
 - C.5.10.5.5 The steps taken to resolve and/or repair the problem

C.5.11 KEY PERSONNEL

- C.5.11.1 The Contractor shall indicate in its proposal a single point of contact (Project Manager) who shall be responsible for any contractual issues.
- C.5.11.2 The Contractor shall provide one or more on-site Supervisors who shall be responsible for the performance of work. The name of this person, and an alternate or alternates, who shall act for the Contractor when the on-site Supervisor is absent, shall be included in the Contractor's proposal. The Contractor shall provide an emergency phone number, cell phone number or pager number that is accessible at all times.
- C.5.11.3 The on-site Supervisor(s) or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

C.5.11.4 The Project Manager, on-site Supervisor(s) and any alternates shall have excellent oral and written communication skills, and be able to read, write, speak and understand the English language.

C.5.11.5 The Project Manager, on-site Supervisors and any alternates shall be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week, over the course of the contract. The Contractor shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

C.5.12 CONTRACTOR QUALIFICATIONS

The Contractor shall be of established reputation with a minimum of three (3) consecutive years' experience in Property Maintenance Services, regularly engaged in the performance of the specified work and makes available, for this purpose, a regular force of skilled workers.

C.5.12.1 **Key Personnel:** The Contractor shall identify a Project Manager, on-site Supervisors and alternates to serve as Key Personnel as described in **Section C.5.11.**

C.5.12.2 **License Requirements:** The Contractor shall ensure that all its employees, including subcontractors (if applicable) have at least one (1) year of experience and be licensed with the District through the Department of Consumer and Regulatory Affairs (DCRA).

C.5.12.3 **Uniforms:** At all times while performing work at District government locations, the Contractor's employees shall wear a uniform that at a minimum consists of a shirt with the company logo and full-length pants. Contractor's employees not wearing the required uniform shall not be permitted to perform work.

C.5.12.4 **Other Submittals:** The Contractor shall provide the following required submittals with its Proposal:

C.5.12.4.1 Current Pest Control License and dated Pesticide Applicator Certificates for every employee who will be performing on-site services under this contract.

C.5.12.4.2 The Contractor shall provide a copy of the firm's current Basic Business License.

C.5.13 LIST OF DELIVERABLES

The Contractor shall be required to submit the following records to the COTR:

C.5.13.1 Work Completion Reports on a daily, weekly and monthly basis as described in **Section C.5.10 Reporting**.

C.5.13.2 Quarterly Work Plan, which shall include a Quality Control Plan (QCP) as described in **Section C.5.9 Work Plan and Quality Assurance**.

C.5.14 COMPLETION SCHEDULE

Time is of the essence with respect to the contract. The Department shall have priority over any other similar contract held by the Contractor throughout the course of the contract. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the required Services are completed on-time and in a diligent, skilled, and professional manner.

C.5.15 CREDENTIALING PROCEDURES AND FORMS

The Contractor shall obtain facility access badges for all staff, including staff of subcontractor(s), if applicable, prior to providing services. The awarded Contractor is required to obtain a Contractor ID and Access Badge from the District. The Contractor is responsible for all costs associated with obtaining ID and access credentials/badges. The Contractor shall obtain clearance and credentials by completing the required steps/forms as listed on **Section J, Attachment J.13**. Contractor shall not be granted access to DGS facilities if they do not show proper credentials/badges.

C.5.16 LICENSING, ACCREDITATION AND REGISTRATION

All Offerors must provide proof, in their proposals, to DGS that they have a “Basic Business License”, a current “Pest Control License” and dated Pesticide Applicator Certificates issued by the D.C. Department of Consumer and Regulatory Affairs (DCRA). During the contract, each Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all licensing, accreditation, and registration requirements and standards under Applicable Laws for the performance of the contract.

C.5.17 CONFORMANCE WITH LAWS

The Contractor shall perform the Services hereunder in accordance with applicable local and federal statutes, laws, codes, ordinances, regulations, rules, requirements and orders (“Applicable Laws”).

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 for Supplies and Services Contracts, January 2016 (**Attachment J.3**).

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 for Supplies and Services Contracts, January 2016 (**Attachment J.3**).

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 TERM OF CONTRACT

F.1.1 Base Term: The base term of the Contract will be for one (1) year from the date of contract execution.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Department shall have the right to unilaterally extend the term of the Contract for a period of four (4), one (1) year option periods or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the Department will give the Contractor a preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the Contract expiration. The preliminary notice does not commit the Department to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the Contract.

F.2.2 If the Department exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the Contract (Section **B.7** (and **Attachment J.2**)).

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Format/Method of Delivery	Due Date
C.5.10; C.5.14.1	Work Completion Reports	Salesforce work management system; PDF document to COTR	Daily, Weekly, Monthly basis
C.5.9; C.5.14.2	Quarterly Work Plan	Salesforce work management system; PDF document to COTR	Quarterly basis

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and

First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The Department will make payments to the Contractor, 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 District 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 submit invoices electronically to the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>. All Contractors are required to register for access to EASI; for assistances with the registration process, technical assistances and or additional instructions please contact the Portal Help Desk at (301) 563-3025. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number, invoice number and appropriate Purchase Order;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.2.3 Invoice Submission to the COTR

G.2.3.1 For submission of all invoices to the COTR, the following protocol shall be observed.

- a. Email all invoices to the COTR as an attachment, preferably a PDF document attachment. Do not deliver invoices by fax, hand delivery, or mail.
- b. When emailing invoices do the following:
 1. Title the invoice email with the following information:
 - i. Contractor Name INVOICES_MonthYear_Number of Invoices
 - a) Example: DoeIncINVOICES_Feb2010_10
 2. The email should only relate to invoices. This means do not reply to miscellaneous emails with invoices attached, do not attach other documents that are not relevant to the invoice.
 3. Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.
 4. In the body of the email please list out all invoices submitted for that month and all totals for each invoice.

G.2.3.2 To constitute a proper invoice for Reimbursable Services, the Contractor shall submit the following information on the invoice:

- a. A copy of the authorized work request;
- b. A copy of the authorized quote for Reimbursable Services;
- c. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
- d. Contract number;
- e. Contractor assigned invoice number;
- f. Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month.
- g. Line item of for each date Reimbursable Service;
- h. If applicable, description, price, quantity and the date(s) those additional supplies were delivered.
- i. Line item total of all fees;
- j. Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent;
- k. Name, title, phone number, and email address of person preparing the invoice;

- l. Name, title, phone number and email address of person (if different from the person identified as preparer of invoice) to be notified in the event of a defective invoice; and
- m. Authorized signature.

G.2.3.3 The Contractor shall invoice the District for Reimbursable Services that are authorized by the District, on a single invoice per occurrence within thirty (30) days of completion and acceptance of work. This invoice shall clearly identify each Reimbursable Service, repair or additional, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of the invoice claimed as reimbursable. If Reimbursable Services were subcontracted, copies of the subcontractor's invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the fifty one percent (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 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%), District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 LUMP SUM PAYMENT

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

- a. Completion and acceptance of all work; and
- b. Presentation of a properly executed invoice.

G.4.1 Payment for Reimbursable Items and Services

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

G.4.2 Cost Reimbursement Ceiling

G.4.1 Cost reimbursement ceiling for this contract is set forth in **Section B.5**.

G.4.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in **Section B.5**.

G.4.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.4.4 The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.4.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.4.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section B.5**, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section B.5**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.4.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.4.8 If any cost reimbursement ceiling specified in **Section B.5** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.4.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section B.5**, unless the change order specifically increases the cost reimbursement ceiling.

G.4.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor 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, not the assignee, is 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 CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor 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 One Percent (1%) 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:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity; or
- c. the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 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 District for work performed by any subcontractor under this contract:
- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
 - b. Notify the District and the subcontractor, 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 1% 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:
- a. the 3rd day after the required payment date for meat or a meat product;
 - b. the 5th day after the required payment date for an agricultural commodity; or
 - c. the 15th day after the required payment date for any other item.

- 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 District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract Requirements

- G.6.3.1** 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 District only by contracting officers. The contact information for the Contracting Officer is:

George G. Lewis, CPPO
Contracts & Procurement Associate Director | Chief Contracting Officer
Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Tel: 202.478.5727 | Email: George.Lewis@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the 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 Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this 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 prices and costs are consistent with the contractual 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 District’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 Contracting Officer’s Technical Representative (COTR): The contact information of the COTR:

Savitra Wright

Building Management Specialist | Facilities Management Division

Department of General Services

200 I (Eye) Street SE | Washington, DC 20003

Tel: 202.727.0707 | Cell: 202.359.0533

Email: savitra.wright@dc.gov

G.9.2.1 The COTR shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b. Grant deviations from or waive any of the terms and conditions of the contract;
- c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d. Authorize the expenditure of funds by the Contractor;
- e. Change the period of performance; or
- f. Authorize the use of District property, except as specified under the contract.

G.9.2.2 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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 negotiate an Employment Agreement 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

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 6, date of last revision: 05/08/2017, 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.4** of this solicitation. 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 Section 24 of the Standard Contract Provisions (SCP). If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at *D.C. Official Code § 2-532 (a-3)*, requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is

made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection **G.9** who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with *D.C. Official Code §2-532* and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

H.5.1 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, (**Attachment J.6**) in which the Contractor shall agree that:

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;

- (e) Residence; and
- (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the **Section H.5.4** of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with **Section H.5.4** and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to **Section H.5.6**.

H.5.6 The Contracting Officer may waive the provisions of **Section H.5.4** if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to **Section H.5.5** and **Section H.5.6**, the Contracting Officer shall determine whether the Contractor is in compliance with **Section H.5.4** or whether a waiver of compliance pursuant to **Section H.5.6** is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to **Section H.5.5**, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of Five Percent (5%) of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this Section H.5.8

H.5.9 The provisions of sections **H.5.4** through **H.5.8** do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See *29 U.S.C. §794 et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See *42 U.S.C. §12101 et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in **Section H.8.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and Contractor will find the current living wage rate on its website at www.does.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as **J.7** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.7** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or

more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of *D.C. Official Code §32-1301 et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do *not* apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care

Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and

- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, 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 paragraph 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 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 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that 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, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture 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.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% 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.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, 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 for;
- (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.9.4.2 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.9.5 Annual Meetings

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

H.9.6 Notices

The 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.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in Article 8 of the SCP, Default.

H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel 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.

H.11 AUDITS AND RECORDS

H.11.1 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.11.2 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, or parts of them, engaged in performing the contract.

H.11.3 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.11.4 Comptroller General

H.11.4.1 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.11.4.2 This paragraph 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.11.5 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.11.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, 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.11.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are 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 H.11.5 of this clause.

H.12 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.13 DISTRICT RESPONSIBILITIES

H.13.1 District Furnished Property

District 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 furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract 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.14 CONTRACTOR RESPONSIBILITIES

H.14.1 The Contractor shall be responsible for providing Facility Condition Assessments services in accordance with the requirements of this contract.

H.14.2 The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

H.14.3 The Contractor shall furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.

H.14.4 RESERVED

H.14.5 RESERVED

H.14.6 Allowable Subcontracting Requirements

H.14.6.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

H.14.6.2 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.14.6.3 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.14.6.3.1 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.14.6.3.2 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.15 STAFF ATTIRE AND IDENTIFICATION

H.15.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

H.15.2 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.16 SAFETY REQUIREMENTS

H.16.1 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 property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

H.16.2 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.16.2.1** Back support devices
- H.16.2.2** Eye protection
- H.16.2.3** Hearing protection
- H.16.2.4** Hand protection
- H.16.2.5** Head protection
- H.16.2.6** Foot protection

H.16.3 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.16.4 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.16.5 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

H.17 FIRE PREVENTION

H.17.1 The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

H.17.2 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.18 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.19 DELIVERY OF SERVICES

The Contractor shall schedule its service deliveries during times that cause minimum disruption and inconvenience to District agency operations, including District of Columbia Public School (DCPS) operations. Unless otherwise approved by the COTR, the assessment services shall be made weekdays before 6:00 p.m. or on weekends. Upon conclusion of the District of Columbia Public Schools (DCPS) academic year, the Contractor shall have more flexible hours to provide the assessment services.

H.20 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 individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

H.21 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.22 PROPERTY DAMAGE NOTIFICATION

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

H.23 SUSPENSION OF WORK

H.23.1 In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

H.23.2 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.23.3 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.23.4 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.23.5 In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

H.24 CONTRACT COMPLETION OR TERMINATION

H.24.1 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. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

H.25 FAIR CRIMINAL RECORD SCREENING

H.25.1 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) (the “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.25.2 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.25.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.25.4 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.25.5 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.25.6 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.

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 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: (1) 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 is 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(s) of the project or work plan or contract; and (2) be licensed 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 District 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 of this clause, 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.6 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.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or 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.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer 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 Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury;

contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.8.1.2 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

I.8.1.3 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

I.8.1.4 Employer's Liability Insurance. The Contractor shall provide 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.

I.8.1.5 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

I.8.2 DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.8.4 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 District of Columbia.

I.8.5 MEASURE OF PAYMENT. The District 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.8.6 NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

I.8.7 CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Karen J. Araujo

Contract Specialist | Contracts and Procurement Division

DC Department of General Services

2000 14th Street, NW | 8th Floor | Washington, DC 20009

Tel: 202.545.3035 | Email: Karen.Araujo@dc.gov

I.8.8 DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District 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.

I.9 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 Section J.3. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

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:

- a. An applicable Court Order, if any
- b. Contract document
- c. Standard Contract Provisions

- d. Contract attachments other than the Standard Contract Provisions
- e. RFP, as amended
- f. Offeror's BAFOs (in order of most recent to earliest)
- g. Offeror's Proposal

I.11 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 Officer.

I.12 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.13 CONTINUITY OF SERVICES

I.13.1 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.13.1.1 Furnish phase-out, phase-in (transition) training; and

I.13.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.13.2 The Contractor shall, upon the Contracting Officer's written notice:

I.13.2.1 Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

I.13.2.2 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.13.3 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.13.4 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.13.5 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.14 ANTI-DISCRIMINATION CLAUSES

I.14.1 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, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

I.14.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

I.14.3 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, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. 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.14.4 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, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. 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.14.5 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 subsections

I.14.3 and I.14.4 concerning non-discrimination and affirmative action.

I.14.6 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 subsection I.14.4.

I.14.7 The Contractor agrees to send to each labor union or representative of workers with which he 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.14.8 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, 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.14.9 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

I.14.10 The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.3 through I.14.11 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.14.11 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.15 DISPUTES

All disputes arising under or relating to the contract shall be resolved as provided in the Standard Contract Provisions (Non-Construction), Article 14: Disputes (**Attachment J.3**).

SECTION J
LIST OF ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	List of Property Locations Scheduled Services
J.2	Price Schedule (Price Proposal Form)
J.3	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
J.4	U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4281, Revision No. 6, dated 05/08/2017)
J.5	Equal Employment Opportunity (EEO) Policy Statement Agreement
J.6	First Source Employment Agreement
J.7	Way to Work Amendment Act of 2010 - Living Wage Notice
J.8	Way to Work Amendment Act of 2010 - Living Wage Fact Sheet
J.9	Tax Certification Affidavit
J.10	Bidder – Offeror Certification Form
J.11	SBE Subcontracting Plan Form
J.12	Offeror’s Past Performance Evaluation Form
J.13	Credentialing Procedures & Forms
J.14	Vendor Verification Form

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS**

See Bidder – Offeror Certification Form

**SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award a contract resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation 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 and based upon initial offers. 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 FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

DCAM-17-NC-0100 Technical Proposal – Property Maintenance Services for Various District-Owned or Controlled Properties

DCAM-17-NC-0100 Price Proposal – Property Maintenance Services for Various District-Owned or Controlled Properties

Offerors shall submit one (1) USB Flash Drive to include the Price Proposal (**Attachment J.2**) in MS Excel format only, and the Technical proposal.

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 the information requested in **Section L.2** in a clear, concise, factual and logical manner providing a comprehensive description of the required services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for 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**.

L.2.1 GENERAL PROPOSAL REQUIREMENTS

- a. Transmittal Letter - The Offeror's Technical and Price Proposals shall contain a Transmittal Letter to include at a minimum the following:
 1. The Offeror's full legal name, address, and phone number
 2. Identification of the Offeror's authorized representative, the representative's title, phone number and e-mail address
 3. Identification of the Offeror's Contact Person for the proposal, if different from the representative; the Contact person's address, phone number, and e-mail address
 4. Description of the Offeror's organization
 5. A statement affirming the Offeror's acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; and
 6. Signature of an authorized representative of the Offeror's organization.
- b. Table of Contents - The Offeror's Technical and Price Proposals shall include a Table of Contents providing the page numbers and location for each section and subsection of the Offeror's proposal as described in **Section L.2.2**.
- c. The original Technical and Price proposals shall be single-sided; copies may be double-sided

L.2.2 TECHNICAL PROPOSAL

L.2.2.1 Relative Experience and Past Performance

The Department desires to engage one Contractor with the experience necessary to realize the objectives set forth in **Section C** of this RFP. Offerors will be evaluated based on:

- (i) Description of Offeror's overall experience as a Prime Contractor and a subcontractor providing services similar in size and scope as those described in **Section C**. The Offeror's description shall address lessons learned and the application of those lessons to providing the required services.
- (ii) List of all contracts and subcontracts the Offeror has performed in the past five (5) years similar in size and scope as the required services described in **Section C**. The Offeror's list shall include the following information for each contract or subcontract:
 1. Name, location and owner of property;
 2. Type of property;

3. Contract's period of performance;
 4. Total contract value;
 5. Identification of the Offeror's role as either the Prime or subcontractor and a description of services provided ;
 6. Name, title, address, email and telephone number of a verifiable representative of the Owner of the property. The Offeror shall confirm the accuracy of the contract information for each property.
- (iii) Past Performance Evaluation Forms provided by Contractor's past clients (**Attachment J.10**). A minimum of three (3) Past Performance Evaluation Forms shall be submitted via email to the Contract Specialist listed in Cover Page and Section I.8.7 by the Proposal Due Date and Time.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

L.2.2.2 Relevant Experience of Key Personnel

The Department desires that sufficient key personnel who have experience in completing projects on-time and on-budget be assigned to this project. Given that the assigned Contractor will be responsible for managing the assigned project(s) from beginning to end, the Offeror should include within its proposal resumes of key personnel that will be assigned to this Project. The availability of the key individuals assigned to this project shall be evaluated as part of this element. Proposals shall include, at a minimum:

- (i) A discussion of the Offeror's Key Personnel's overall experience providing services similar in size and scope as those described in **Section C**.
- (ii) Resumes for each key participant on the team that will be available for this project, including definition of that person's role, relevant project experience, and current workload over the next two years.
- (iii) A commitment letter for each key personnel on the Offeror's letterhead.
- (iv) Three (3) client references for each key personnel to assess the skills and qualifications of each personnel. Offerors shall provide the following information for each client reference:
 1. Name, location, and owner of facility
 2. Job title and description
 3. Contract amount and time period (start and finish dates)
 4. Gross square footage (GSF) area for each facility

5. Name, title, address, email, and telephone number of a verifiable representative of the client. The Offeror shall be responsible in providing valid and accurate contact information.

Absent death, disability or separation from the Offeror's employment, the Offeror will not be allowed to reassign any of the key personnel. The availability and experience of the roster of individuals available to be assigned to this project will be evaluated as part of this element.

L.2.2.3 Project Management Plan

Offerors are required to submit a Project Management Plan. The Project Management Plan shall clearly explain how the Contractor intends to manage and control the Project outlined in Section C. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should address the following:

- i. **Staffing Plan:** Identify the key personnel and their specific roles in managing the Project. How the skill levels and expertise of the proposed staffing relate to particular tasks and how its team will work as a collective whole to deliver results, maximize speed and ensure quality of services to DGS.
- ii. **Organizational Chart:** Submit an organizational chart that describes the staffing plan, illustrating reporting lines, and names and titles for key participants proposed by the team, including subcontractors.
- iii. **Quality Control Plan (QCP):** Address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract; describe processes in place to ensure that the conditions and appearance of the facilities and grounds are maintained at the Districts desired level and image; and describe how the Offeror proposes to prevent deferral of major maintenance and repairs.
 - Explain how the Offeror will assure quality across the project lifecycle, including identification of the best and environmentally safe products, communication with the Department about products, services, and scheduling options.
- iv. **Safety Plan:** Present a draft safety plan that discusses safety procedures to manage the property.
- v. **Capacity,** in terms of in-house capabilities and access to subcontractors, to provide additional repair and maintenance services.

- vi. **Salesforce Reporting:** Provide Offeror's method and format for recording data pertaining to monitoring, control, and pesticide application.
- vii. **Key Challenges:** Describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.

L.2.3 PRICE

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. The offeror must submit a price for all line items for the base and four (4) one (1) option year periods in order to be considered. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal } 20}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **10:00 a.m. EST on August 7, 2017**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 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.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than on **July 24, 2017**. The District will furnish responses promptly to all prospective offerors. 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.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, specified in **Section G.7**, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 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.6.2 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.7 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.8 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 (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, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 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 paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 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.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that 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 FOIA exemption under §2-534(a)(1).

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.8** to the Contracting Officer.

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment

by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be notified and will be provided an opportunity to submit written best and final offers at the 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 receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

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 offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. 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 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 the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.19.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or no 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 nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **July 20, 2017 at 11:00 a.m. (EST) at Reeves Center 6th Floor - DPW Large Conference Room, Washington DC 20009**. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for 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. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

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 Department's final position. All oral questions must

be submitted in writing following the close of the pre-proposal conference but no later than **July 24, 2017** in order to generate an official answer. Official answers will be posted on the DGS website at www.dgs.dc.gov via an addendum to the RFP.

L.21 KEY PERSONNEL

L.21.1 The District considers the positions to be key personnel for this contract as described in **Section C.11** of this RFP.

L.21.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror(s) whose offer is 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.

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section M.4** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112.

M.2 EVALUATION CRITERIA

M.2.1 TECHNICAL PROPOSALS

Technical Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.2.1.1 Relative Experience and Past Performance of the Team – 20 Points

DGS desires to engage a Contractor with the experience necessary to perform the requirements as described in **Section C** of this solicitation. Offerors will be evaluated on the basis of the information provided in response to **Section L.2.2.1**.

M.2.1.2 Relative Experience of Key Personnel – 20 POINTS

Offerors will be evaluated on the basis of the information provided in response to **Section L.2.2.2**.

M.2.1.3 Project Management Plan – 40 POINTS

Offerors will be evaluated on the basis of the information provided in response to **Section L.2.2.3**.

M.2.2 Price – 20 Points

M.2.3 Local, Small or Disadvantaged Business Enterprises – 12 Points

Maximum of 12 CBE preference points allocable after all other points have been calculated.

M.2.4 TOTAL POINTS – 112 MAXIMUM POINTS

Total points shall be the cumulative total of the Offeror’s technical criteria points, price criterion points and preference points, if any.

M.3 EVALUATION OF OPTION YEARS

The District 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 District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.4 PREFERENCES FOR CERTIFIED SMALL BUSINESS ENTERPRISES

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.4.1 APPLICATION OF PREFERENCES

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.4.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.4.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.4.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.4.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

- M.4.1.5** 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 (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.4.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.4.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.4.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.4.2 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.4.3 PREFERENCES FOR CERTIFIED JOINT VENTURES

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.4 VERIFICATION OF OFFEROR’S CERTIFICATION AS A CERTIFIED SMALL BUSINESS ENTERPRISE

- M.4.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror’s certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified small business enterprise.

M.4.4.2 Any vendor seeking certification or provisional 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, D.C. 20001

M.4.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.5.1 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.5.2 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.