

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

Solicitation Number: DCAM-18-NC-0019

**ENERGY EFFICIENT LIGHTING SYSTEMS RETROFITS, SENSORS & CONTROLS**

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, November 20, 2017

**Pre-Proposal Conference:** Wednesday, November 29, 2017 at 10:00 a.m. EST  
Frank D. Reeves Center  
2000 14th Street, NW | 6th Floor  
6th Floor DPW Large Conference Room  
Washington, DC 20009

**Last Day for Questions:** Monday, December 4, 2017

**Proposal Due Date:** Thursday, December 14, 2017 by 10:00 a.m. EST

**Proposal Delivery Location:** Department of General Services  
Contracts & Procurement Division  
Attn: George G. Lewis, CPPO c/o Karen J. Araujo  
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## TABLE OF CONTENTS

Description	Page
RFP Cover Sheet	1
Table of Contents	2
Section B – Supplies or Services and Cost	3-6
Section C – Specifications and Statement of Work	7-13
Section D – Packaging and Marking	14
Section E – Inspection and Acceptance	15
Section F – Deliveries or Performance	16-17
Section G – Contract Administration Data	18-25
Section H – Special Contract Requirements	26-41
Section I – Contract Clauses	42-51
Section J – List of Attachments	52-53
Section K – Representations, Certifications and Other Statements of Offerors	54
Section L –Instructions, Conditions and Notices to Offerors	55-64
Section M –Evaluation Factors	65-68
<b>Attachments – Section J</b>	
J.1 – Minimum Qualifications of Labor Categories	
J.2 – Price Schedule (Price Proposal Form)	
J.3 – Government of the District of Columbia – Standard Contract Provisions for Services	
J.4 – U.S. DOL Wage Determination No. 2015-4281 Revision 7, dated 07/25/2017	
J.5 – Equal Employment Opportunity (EEO) Policy Statement Agreement	
J.6 – First Source Employment Agreement	
J.7 – Way to Work Amendment Act of 2006 – Living Wage Notice	
J.8 – Way to Work Amendment Act of 2006 – Living Wage Fact Sheet	
J.9 – Tax Certification Affidavit	
J.10 – Bidder-Offeror Certification Form	
J.11 – SBE Subcontracting Plan	
J.12 – Offeror’s Past Performance Evaluation Form	
J.13 – Credentialing Procedures & Forms (**to be used if awarded)	
J.14 – Bid Bond Form	
J.15 – Bid Guaranty Certification	
J.16 – Payment and Performance Bond	

## SECTION B SUPPLIES OR SERVICES AND COST

### B.1 INTRODUCTION

The District of Columbia (DC) Department of General Services (“**Department**” or “**DGS**”) is issuing this Request for Proposals to engage multiple firms (each, a “**Contractor**”) to perform Lighting Systems Retrofits, including upgrades to integrated or adjacent sensors and controls, as well as lighting-retrofit-related services at various facilities within DGS’ real estate portfolio.

This work includes all services needed to support a range of small- to large- scale lighting retrofit and smart lighting systems projects, specifically including but not limited to: assessments of current lighting and proposal of lighting upgrade options; evaluation of smart lighting systems including integrated sensors, controls and sensor networks; life-cycle-cost analysis of lighting systems; rebate, incentive and financing program facilitation and execution, retrofit implementation services, measurement and verification services, and training and workforce development in the prior categories.

The Department desires to engage with firms that will make local workforce development and creation of career pathways for DC residents a high priority. DGS expects Offerors to clearly explain how they develop talent and promote local workforce development through their management and training plans.

The goal of this solicitation is to establish a roster of pre-qualified capable Contractors to compete for such work as projects arise. The Department envisions pre-qualifying multiple Contractors for this program and using this roster as a primary option for performing extensive lighting retrofits across the DC municipal building portfolio.

It is contemplated that the management of each individual project or sets of bundled projects will be competed among the Awarded IDIQ Pre-qualified Contractors engaged through this solicitation. Competition at this later stage will be primarily based upon price as well as timeline for execution, with other project quality factors held neutral. As projects are initiated, the Department will request a project-specific proposal (such proposal, a “**Request for Task Order Proposal**”), which is more fully described in **Section C**. A Task Order will then be awarded to one of the pre-qualified Contractors.

Interested Offerors must bid on ALL line items (i.e., every labor category, and the base year and the four (4) option years for each category) for the purpose of the evaluation process. Failure to submit a proposal covering all years shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award. Contractors who do not quote a price for a particular labor category may not be included in solicited task orders that DGS believes rely on that capacity.

**IMPORTANT NOTICE:** Contracts & Procurement will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of 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.

An Offeror responding to this solicitation must submit with its proposal a copy of the certification acknowledgment letter, and a notarized statement detailing any subcontracting plan required by law. Offerors responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan required by law. For contracts in excess of \$250,000.00, the Offerors shall ensure that its proposal complies with the subcontracting requirement(s) in accordance with Section H.9.

## **B.3 TYPE OF CONTRACT**

**B.3.1** The Contract awarded pursuant to this RFP will be an Indefinite Delivery Indefinite Quantity (IDIQ) type of contract based on time and materials with a cost reimbursement component for materials. The fixed fully loaded hourly labor rates for categories are identified in **Section B.6 Price Schedule (Price Proposal Form)** and **Attachment J.2**.

### **B.3.2 Indefinite Delivery – Indefinite Quantity (IDIQ) Contract**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, referenced in **Section G.6**. The Contracting Officer may use an indefinite-quantity contract when the Contracting Officer cannot predetermine, above a specified minimum, the precise quantity of goods or services that will be required during the contract period and the Contracting Officer determines that it is inadvisable to commit the District for more than a minimum quantity.

- a) The Department will order and the Contractor shall deliver at least the minimum of \$250.00 in services and the Department may order a maximum of \$950,000.00 in services during the Contract period.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after one (1) year from date of award.

#### **B.4 COST SCHEDULE – COST REIMBURSEMENT COMPONENT**

**B.4.1** Materials will be paid on a cost reimbursement plus yearly allowed markup as indicated on **Section B.6** and **Attachment J.2 Price Schedule**.

**B.4.2** A maximum 10% markup on the cost of materials will be allowed.

#### **B.5 PRICING**

**B.5.1** The contract(s) pursuant to this Request for Proposal (“RFP”) will be an Indefinite Delivery, Indefinite Quantity (“IDIQ”) contracts. The Contractor(s) sole compensation will be based on firm, fixed, fully loaded hourly labor rates for performing Lighting Systems Retrofits, and related services (as previously listed) as required by each task order.

##### **B.5.2 Task Order Pricing**

The Department desires to award the task orders on a firm-fixed fully loaded price as is further outlined in **Section C**. As such, with each Task Order Proposal, the Offeror shall prepare a detailed level of effort chart that shows the expected time commitment for each of its proposed staff members throughout the expected duration of the engagement. That level of effort (expressed in hours) will be multiplied by the approved hourly rate for each such individual and converted into a firm, fixed fully loaded price for the entire team. The Offeror shall include a Task Order Proposal that includes labor plus materials.

The Contractor’s pricing in the Task Order Proposal 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 services as described herein.

#### **B.6 PRICE SCHEDULE (PRICE PROPOSAL FORM)**

The Contractor shall not exceed the firm-fixed fully loaded hourly labor rates as specified below for pricing all task orders:

**Labor Categories	Base Year ^HR Rate	*OY1 HR Rate	OY2 HR Rate	OY3 HR Rate	OY4 HR Rate
Principal					
Project Manager					
Master Electrician					
Senior Retrofit Technician					
Apprentice Retrofit Technician					
Lighting Systems Analyst					
Administrative Technician					
Smart Lighting Systems Analyst					
Senior Sensors and Controls Technician					
Apprentice Sensors and Controls Technician					
Senior Trainer					
Trainer					
Retrofit Audit Specialist					
Lighting Finance Advisor					
<b>NOTE: A maximum 10% mark-up on the cost of materials will be allowed</b>					

\*\* Labor Categories – The Offeror shall provide prime direct labor categories. Note: Not all labor categories may be used for each task order.

\*OY = Option Year

^HR = Hourly Rate: These are not-to-exceed firm-fixed fully loaded hourly labor rates. The Contractor may propose lower rates when pricing task orders.

## **SECTION C SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE**

The Department is seeking to pre-qualify multiple capable Contractors to compete for lighting systems retrofit work as projects arise across the coming five years. The selected Contractors will be required to perform lighting system upgrades at various facilities within the DGS portfolio during the 2018 fiscal year and future fiscal years if the option years are exercised.

This work includes all services needed to support a range of small and medium-sized lighting retrofit and smart lighting systems projects, specifically including but not limited to: assessments of current lighting and proposal of lighting upgrade options; evaluation of smart lighting systems including integrated sensors, controls and sensor networks; life-cycle-cost analysis of lighting systems; rebate, incentive and financing program facilitation and execution, monitoring and verification of lighting systems performance, retrofit implementation services, and training and workforce development in the prior categories.

Quality control is critical to the Department, and it is expected that all offered services will include products from high quality, reputable manufacturers that are listed by Design Lights Consortium (DLC) and/or ENERGY STAR listed.

In all cases, Contractors will take responsibility for recycling all removed fixtures.

DGS will determine on a task order basis whether the Contractor or DGS will manage rebate and incentive program participation. Contractors must be willing to manage rebate and incentive program participation on DGS's behalf in any given task order where that is required, and in this case, Offerors will be expected to incorporate these discounts into the prices quoted for Task Orders.

Each project may or may not have design drawings and construction specifications. Such work shall be performed on an as-directed/as-needed basis and must be completed by the substantial completion dates specified in each issued task order.

The Contractor(s) shall provide all management, expertise, supervision, labor, administrative support, insurance, bonding, materials, tools, parts, supplies, equipment and transportation necessary to effectively and efficiently fulfill all the requirements of this Scope of Work.

### **C.2 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference:

**Table of Applicable Documents**

Item No.	Document Type	Title	Version/Date
1	U.S. Law	U.S. Department of Labor Occupational Safety and Health Administration (OSHA) General Contractor's Quality Control Plan - 29 CFR Part 1900 Subparts A-P Occupational Safety and Health Standards 29 CFR, Part 1910, Construction Contractor's Quality Control Plan – 29 CFR Part 1926 Hazardous and Toxic Materials <a href="http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=standards&amp;p_toc_level=0">http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=standards&amp;p_toc_level=0</a>	2003 Ed.
2	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste <a href="http://codes.lp.findlaw.com/uscode/42/82/1/6901">http://codes.lp.findlaw.com/uscode/42/82/1/6901</a>	Most Recent
3	Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition <a href="http://www.epa.gov/epp/pubs/13101.pdf">http://www.epa.gov/epp/pubs/13101.pdf</a>	1998
4	OCP Document (Directive)	OCP Directive 1303.00 Environmentally Preferable Purchasing <a href="http://ocp.dc.gov/DC/OCP/e-Library/OCP+Policies+and+Procedures/Environmentally+Preferable+Purchasing">http://ocp.dc.gov/DC/OCP/e-Library/OCP+Policies+and+Procedures/Environmentally+Preferable+Purchasing</a>	10/01/2003
5	Federal Guidelines; DOD/UFC Standards	Whole Building Design Guide (WBDG) Unified Facilities Criteria (UFC) <a href="https://www.wbdg.org/ffc/dod/unified-facilities-criteria-ufc">https://www.wbdg.org/ffc/dod/unified-facilities-criteria-ufc</a>	Most Recent
6	GSA	GSA Lighting Home Guidance <a href="https://www.gsa.gov/portal/category/106383">https://www.gsa.gov/portal/category/106383</a>	Most Recent
7	Qualified Products List	DesignLights Consortium (DLC) <a href="https://www.designlights.org/search/">https://www.designlights.org/search/</a>	Most Recent
8	Federal Guidelines	U.S. Department of Energy Federal Energy Management Program (FEMP) Acquisition Guidance for Lighting Products Exterior & Interior Lighting (approved product catalog; schedule 56 & 51v) <a href="http://www.lightingfacts.com/LFPowered/FEMP">http://www.lightingfacts.com/LFPowered/FEMP</a>	Most Recent
9	GSA	GSA Advantage! Product Catalog <a href="https://www.gsaadvantage.gov/advantage/main/home.do">https://www.gsaadvantage.gov/advantage/main/home.do</a>	Most Recent
10	District of Columbia Guidelines	DC Sustainable Energy Utility <a href="https://www.dcseu.com/for-my-business/custom-rebates/how-to-apply">https://www.dcseu.com/for-my-business/custom-rebates/how-to-apply</a>	Most Recent



## C.3 DEFINITIONS

C.3.1 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.

**“Energy Baseline”** refers to the amount of energy that would have been consumed annually without implementation of energy conservation measures based on historical metered data, engineering calculations, sub-metering of buildings or energy consuming systems, building load simulation models, statistical regression analysis or some combination of these methods.

**“Energy Cost Savings”** refers to the reduction in the cost of energy and related operation and maintenance expenses from a base cost established through a methodology set forth in a contract as a result of the installation of energy conservation measures and/or the lease or purchase of operating equipment, improvements, altered operations and maintenance or technical services. Energy cost savings are generally recurring savings – savings that occur year after year.

**“Lighting Improvements”** include, but are not limited to, interior and exterior lighting retrofits and replacements, intelligent lighting controls, occupancy sensors, Light Emitting Diode technologies, daylighting, spectrally enhanced lighting, fiber optic and lighting technologies.

**“Measurement and Verification (M&V)”** refers to the process of measuring and verifying energy and related cost savings.

**“Preliminary Assessment”** (walk-through) is a procedure which may include, but is not limited to, an evaluation of energy cost savings and energy unit savings potential, building conditions, energy consuming equipment, and hours of use or occupancy, for the purpose of developing preliminary technical and price proposals prior to issuance of a task order.

**“Proposal”** is the contractor’s written binding offer that is submitted in response to an agency Contracting Officer’s task order request for proposal that includes a project overview, technical and price components.

**“Task Order (TO)”** is the obligating document that provides the details and requirements for the order of a Smart Lighting & Controls project, placed against an established master indefinite delivery/indefinite quantity contract.

**“Request for Task Order Proposal (RFTOP)”** is a document prepared by DGS to communicate the agency’s requirements to the contractor and to solicit proposals. The document will incorporate all agency site and project specific standards, procedures, functional requirements, term and conditions (not already addressed in the master indefinite delivery/indefinite quantity contract).

**“Walk-Through Survey”** is a brief inspection of a facility to evaluate the potential for energy, lighting, controls and related cost savings measures as well as gather information to determine TO requirements.

## **C.4 BACKGROUND**

The Department of General Services is the lead agency responsible for the management and maintenance of District government real property assets. This solicitation is intended to improve access to high-quality teams that will emphasize local workforce development while performing a broad range of lighting systems retrofits and related services at a very high standard of quality.

## **C.5 REQUIREMENTS**

### **C.5.1 Task Order Process**

It is contemplated that the selected Contractors will enter in IDIQ contracts with the Department and that all work under the resulting IDIQ contracts will be issued and authorized by Task Order. In no instance shall a Contractor be entitled to compensation for work that was performed without a Task Order. It is contemplated that Task Orders will be competed and awarded as generally outlined in **Section C.5.2**.

As projects are identified and funded by the Department, a Scope of Work will be drafted for each such Project. In some cases, a detailed scope of work will be provided; in other cases, Contractors should be prepared to complete the work on a design-build or design-assist basis. The narrative scope of work will be issued to two (2) or more of the Pre-qualified Contractors; each of those contractors will be provided with an opportunity to

attend a site visit of the project with the Department's representatives in order to better understand and clarify the work. Each such Contractor will be required to submit a lump sum price for the proposed work in accordance with the Contractor's hourly labor rates in **Section B.6** and **Attachment J.2**.

### **C.5.2 Task Order Awards**

Absent unusual circumstances, Task Orders will be awarded through a competitive process run by the Department as new projects are initiated. For each such project, the Department will request a Task Order Proposal from two (2) or more of the Awarded IDIQ Pre-qualified Contractors. Each Task Order request shall specify: (a) the specific services and materials required; (b) a management plan and delivery date; (c) the firm-fixed price; and (d) such other information as the Department may reasonably request.

In evaluating the Task Order Proposals, the Department will select the proposal that is most advantageous to the District. The Department will award the Contractor such project primarily based on price; however, the Department reserves the right to consider non-price factors when making such decisions and will also consider differences in scope of work, and/or proposed equipment and materials, though the intent will be to hold quality equal across offers during the task order process.

### **C.5.3 Service Hours**

The Contractor will be required to coordinate with the assigned Program Manager/COTR for each individual project. The work may, in some cases, be performed during normal business hours; however, in other cases, the Contractor may be required to work after hours or on weekend and holidays as to not adversely impact the work of the District of Columbia employees/and or Contractors. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the Program Manager/COTR assigned to the Task Order. Access to facilities after normal business hours, and/or requirements for work to be performed during certain hours will be at the sole discretion of DGS. DGS will provide expectations about service hours during the task order process so that contractors can account for these factors in their task order proposals.

### **C.5.4 Completion Schedule**

Time is of the essence with respect to each task and/or project relating to this 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.5.5 Warranty**

LED tube, bulbs and Driver assembly shall have at least a five (5) years manufacturer's warranty. Where LED failure tube and bulb results in greater than 5% light loss of the

overall lumen output during the course of its operation or found to be inoperable for any reason shall be replaced promptly and without cost to the District. In some cases, during task order solicitation, greater warranty requirements may apply.

### **C.5.6 Rebates**

The Department expects the Contractor to have knowledge of any rebate programs or tax credits currently available, and in many cases DGS will expect Contractor to include the rebate as part of their proposal. In these scenarios, DGS's total upfront cost shall be the cost of materials and labor, less the amount of the rebate. The Contractor shall take care of applying for and receiving the rebate, and will pass those savings on to DGS upon invoicing. In no case shall a Contractor apply for a rebate or incentive without advance written approval by DGS. If in some case, through no fault of the Contractor, the rebate program fails to reimburse contractor, DGS, will consider at DGS's sole discretion reimbursement for the non-performing rebate that was initially credited toward the project price.

### **C.5.7 Project Site & Safety**

The Contractor will be required to ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District of Columbia employees, contractors and/or visitors. All such barricades and safety procedures shall be subject to the approval of the Department and its Program Manager.

### **C.5.8 Recycling**

All replaced fixtures, lamps and ballasts shall be hauled away and disposed in a manner that confirms to applicable U.S. Environmental Protection Agency (EPA) and District regulations. The Contractor shall provide necessary documentation to the COTR to indicate that materials have been recycled and disposed of in a proper manner in accordance with Federal and District regulations.

### **C.5.9 Key Personnel**

The Offeror's key personnel should have the necessary experience and licenses to perform the required work. Toward the end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. At a minimum, this should include the Project Executive, the Key Project Manager(s) who will supervise the work, and the field superintendents who will oversee the work in the field. The Offeror should also indicate what percentage of each such person's time will be devoted to this Project. Reassignment of key personnel must be approved in writing by DGS once a Task Order is issued.

### **C.5.10 Licensing, Accreditation and Registration**

All Offerors must provide proof, in their proposals, to DGS that they have a “General Business License” issued by the D.C. Department of Consumer and Regulatory Affairs. 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.5.11 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 firm, fixed, fully loaded hourly labor rates for the option period shall be as specified in the Section B of the Contract.

**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.2.5** The exercise of this option is subject to the availability of funds at the time of the exercise of the option.

**F.2.6** During any option year, contract requirements and deliverables remain the same as those of the base year.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit one (1) hard copy and one (1) soft copy of each deliverable to the Contracting Officer’s Technical Representative (COTR) identified in **Section G.9**. Deliverable may include, but are not limited to, any of the following based on the needs of the task order, and the following timelines and notes reflect current expectation of when and how deliverables will be required:

<b>CLIN</b>	<b>Deliverable</b>	<b>Frequency</b>	<b>Due</b>	<b>Recipient</b>
1	Preliminary Assessment	One time	Per contractor	CO



			schedule	COTR
2	Work Schedule	Monthly	10 days before work start	CO COTR
3	Project Plan (includes installation quality control inspection plan and safety/health plan)	One time	Due date based on proposal and negotiation days after TO award	CO COTR
4	O&M Manuals and Spare Parts Lists (if applicable)	One time	Prior to agency acceptance of project	CO COTR
5	Post-installation report and/or facility walk-through	One time	Prior to agency acceptance of project	CO COTR
6	As-built drawings and/or photographs of completed project	Per project	Prior to agency acceptance of project	CO COTR
7	Training Plan	Per project	As needed	CO COTR
8	Analytical, Framework, Custom & Creative Work Products as Required	As specified in task order	Prior to agency acceptance of project	CO COTR

**F.3.1** In some cases, DC First Source Requirements will be applicable to a task order. In these cases, 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**.

#### **F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

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

## 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 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.1.3** Reserved

### 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 assistance with the registration process, technical assistance and or additional instructions please contact the EASI Pay Portal Help Desk by phone at (202) 715-7589, or by email at [DGS.EASIPAYSUPPORT@dc.gov](mailto:DGS.EASIPAYSUPPORT@dc.gov). 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 PAYMENT**

#### **G.4.1 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.
- c. Partial completion invoicing will not be acceptable by default, and contractor should plan for invoicing the full project upon project completion. DGS may authorize partial completion billing at its sole discretion if circumstances warrant, but unless this authorization is provided in advance, in writing, contractor should not invoice until the whole project is complete. Scheduled invoicing at milestones may be accounted for in a more specific way during task order issuance if deemed appropriate by DGS.

## **G.5 ORDERING CLAUSE**

- G.5.1** 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.5.2** 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.5.3** 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.

## **G.6 RESERVED**

## **G.7 HOURLY RATE CEILING**

- G.7.1** The ceilings for specified hourly rate items are set forth in Sections B.6.
- G.7.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Section B.6.
- G.7.3** 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 hourly rate ceilings.
- G.7.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- G.7.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G.7.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Section B.6, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.6, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G.7.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly

rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.

**G.7.8** If any hourly rate ceiling specified in Sections B.6 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings 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.7.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Section B.6, unless the change order specifically increases the hourly rate ceilings.

## **G.8 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.8.1** 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.8.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.8.3** 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.9 THE QUICK PAYMENT CLAUSE**

### **G.9.1 Interest Penalties to Contractors**

**G.9.1.1** 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

**G.9.1.2** 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.9.2 Payments to Subcontractors**

**G.9.2.1** 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.9.2.2** 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

**G.9.2.3** 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.9.2.4** 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.9.3 Subcontract Requirements**

**G.9.3.1** 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.10 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(s) 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](mailto:George.Lewis@dc.gov)

### **Franklin Austin, CPPB, CPM**

Chief Contracting Officer | Contracts & Procurement Division  
Department of General Services  
1250 U Street NW | 3rd Floor | Washington, DC 20009  
Tel: 202.727.7128 | Email: [Franklin.Austin5@dc.gov](mailto:Franklin.Austin5@dc.gov)

## **G.11 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.11.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.11.2** 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.11.3** 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.12 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.12.1** 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.12.1.1** 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.12.1.2** Coordinating site entry for Contractor personnel, if applicable;



- G.12.1.3** 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.12.1.4** 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.12.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.12.2 Contracting Officer's Technical Representative (COTR):** The contact information of the COTR(s):

**Zach Dobelbower**  
Associate Director | Sustainability + Energy  
DC Department of General Services  
2000 14th St NW, 8th Floor WDC 20009  
T: 202.727.8760 | Email: [zach.dobelbower@dc.gov](mailto:zach.dobelbower@dc.gov)

- G.12.2.1** 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.12.2.2** 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.

## 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. 7, date of last revision: 07/25/2017, 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 10<sup>th</sup> 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 \$300,000.00, 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](http://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 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** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

**H.14.5 Reserved**

**H.14.6 Reserved**

### **H.14.7 Bond Requirements**

#### **H.14.7.1 Bid Bond**

**H.14.7.1.1** Offerors are required to submit with their Proposals a bid bond in the amount of five percent (5%) of total bidding budget, in the form included as **Attachment J.14 Bid Bond**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

**H.14.7.1.2** Alternatively, Offerors may submit a cashier's check in lieu of a bid bond. However, in the event an Offeror who is awarded the contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall therefore forfeit the full amount of the cashier's check, and the Department shall collect such funds as liquidated damages.

**H.14.7.1.3** If the Offeror chooses to submit a cashier's check in lieu of a bid bond, the Offeror must complete the form included as **Attachment J.15 Bid Guaranty Certificate** and return, notarized, with the Offeror's Proposal.

## **H.14.7.2 Payment and Performance Bond**

**H.14.7.2.1** In addition to the Proposal Bid Bond required by **Section H.14.7.1**, the Offeror will be required to post a Payment and Performance Bond (**Attachment J.16**) having a penal value equal to the contract period total value at the time the Agreement is executed.

**H.14.7.2.2** The Contractor shall, before commencing the exercise of any option period, provide to the Department a payment bond and performance bond, each with a penal sum equal to subject contract period price (i.e. base period and or each of the individual option periods). Such bond shall remain in full force and effect until the contract option period reaches term and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Contractor, even if such amount exceeds the penal value of such bond.

**H.14.7.2.3** All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

## **H.14.8 Reserved**

## **H.14.9 Allowable Subcontracting Requirements**

**H.14.9.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

**H.14.9.2** 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.14.9.3** 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.14.9.3.1** 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.14.9.3.2** 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**

**I.5.1** All DGS data, information, documents, and similar material provided to the contractor for the purpose of performing the scope will remain the sole property of DGS and will be destroyed or returned by the contractor upon completion of services.

**I.5.2** All Contractors’ specified deliverables to DGS will become DGS sole property and will not be encumbered in their future use by any licensing or copyright by Contractor. Contractor may maintain a copy of deliverables for internal reference purposes.

**I.5.3** Contractor’s intellectual property related to delivery of services will remain the Contractor’s property unless otherwise specified in a task order.

### **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**

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

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.
5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims which the District of Columbia would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming the District of Columbia as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
6. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
7. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$2,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any

professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

8. Sexual/Physical Abuse & Molestation – 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 of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. 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.**

- E. 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.

- F. 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.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

**And mailed to the attention of:**

George G. Lewis, CPPO c/o Karen Araujo  
Associate Director | 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](mailto:Karen.Araujo@dc.gov)

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

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

## **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.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Minimum Qualifications of Labor Categories
<b>J.2</b>	Price Schedule (Price Proposal Form)
<b>J.3</b>	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
<b>J.4</b>	U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4281, Revision No. 7, dated 07/25/2017)
<b>J.5</b>	Equal Employment Opportunity (EEO) Policy Statement Agreement
<b>J.6</b>	First Source Employment Agreement
<b>J.7</b>	Way to Work Amendment Act of 2010 - Living Wage Notice
<b>J.8</b>	Way to Work Amendment Act of 2010 - Living Wage Fact Sheet
<b>J.9</b>	Tax Certification Affidavit
<b>J.10</b>	Bidder – Offeror Certification Form
<b>J.11</b>	SBE Subcontracting Plan Form
<b>J.12</b>	Offeror’s Past Performance Evaluation Form
<b>J.13</b>	Credentialing Procedures & Forms
<b>J.14</b>	Bid Bond Form
<b>J.15</b>	Bid Guaranty Certification

<b>Attachment Number</b>	<b>Document</b>
<b>J.16</b>	Payment and Performance Bond

**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" paper and bound; and submitted in a three (3)-ring Binder with each section separated by tabs. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

**DCAM-18-NC-0019 Technical Proposal -Lighting Systems Retrofits, Sensors, and Controls**

**DCAM-18-NC-0019 Price Proposal – Lighting Systems Retrofits, Sensors, and Controls**

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.
    - a. 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**.
    - b. The original Technical and Price proposals shall be single-sided; copies may be double-sided

## **L.2.2 TECHNICAL PROPOSAL**

### **L.2.2.1 Relevant Experience and Past Performance of Team**

1. The Department desires to engage multiple Contractors with the experience necessary to realize the objectives set forth in **Section C** of this RFP. Offerors will be evaluated based on their demonstrated experience in:
  - i. Upgrading and replacing lighting systems;
  - ii. Working in occupied school and/or municipal facilities;
  - iii. Knowledge of, and access to the local subcontracting and supplier market; and
  - iv. Knowledge of the local regulatory agencies and Code Officials.

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.

2. Detailed descriptions of no more than six (6) projects that best illustrate the team's experience and capabilities performing work similar in size and scope and relevant to this project as described in **Section C**. On each project description, please provide all of the following information in consistent order:



- i. Project or contract name and location;
- ii. Name, address, contact person and telephone number and email address for owner reference(s);
- iii. Brief project description including project cost, contract number (if applicable), duration, total value of project or contract, square footage, firm's scope of work, and key firm strengths exhibited;
- iv. Identification of personnel involved in the selected project who are proposed to work on this project; and
- v. Project process and schedule data including delivery method and completion date (any unusual events or occurrences that affected the schedule should be explained).
- vi. Cost data including pre-retrofit/installation budget, and actual retrofit/installation cost (if actual project cost exceeds original, please explain why).

#### **L.2.2.2 Relevant Experience of Key Personnel**

The Department desires that key personnel who have experience in completing projects on-time and on-budget be assigned to projects. 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. At a minimum, this should include the Project Executive, the key Project Manager(s) who will supervise the work, and the field superintendents who will oversee the work in the field. The Offeror should also indicate the percentage of each such person's time that will be devoted to this Project. 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.

1. Identification of the single point of contact for the Offeror.
2. Organizational chart illustrating reporting lines, and names and titles for key participants proposed by the team.
3. 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.
4. Experience that the key team members have worked together.

### **L.2.2.3 Project Management Plan**

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement the Project. 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:

1. Identify the key personnel and their specific roles in managing the Project;
2. Detail workforce development and training programs that will enhance the quality of the projects executed under this contract from the perspective of creating career pathways to the middle class for DC residents;
3. Identify how the Offeror will perform the site walk-throughs and develop cost estimates;
4. Identify how the Offeror will implement the upgrade of lighting systems;
5. Explain how the Offeror will assure quality across the project lifecycle, including identification of the best parts materials, communication with the Department about materials, services, and scheduling options;
6. Provide clarity about deliverables and project completion verification steps that will be used to document satisfactory completion;
7. Handling of replacement, upgrade, change order and warranty issues;
8. Provide examples of proposal and deliverable templates or similar prior deliverable used on other products;
9. 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:

Lowest price proposal 20  
----- x weight = Evaluated price score  
Price of proposal being evaluated

**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 Thursday, December 14, 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 **December 4, 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 4<sup>th</sup> 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 **Wednesday, November 29, 2017 at 10:00 a.m. (EST)** at the **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 **Monday, December 4, 2017** in order to generate an official answer. Official answers will be posted on the DGS website [www.dgs.dc.gov](http://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.5.9** 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 – 30 Points**

DGS desires to engage multiple Contractors 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 – 30 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.