

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



---

**DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**Solicitation Number: DCAM-18-NC-0067**

**SUMMER YOUTH EMPLOYMENT PROGRAM MANAGEMENT SUPPORT  
SERVICES**

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: Tuesday, March 20, 2018**

**Pre-Proposal Conference: Monday, March 26, 2018 at 1:00 p.m. EST**  
Frank D. Reeves Center  
2000 14th Street, NW | 6<sup>th</sup> Floor  
6th Floor Conference Room  
Washington, DC 20009

**Last Day for Questions: Tuesday, March 27, 2018**

**Proposal Due Date: Wednesday, April 18, 2018 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  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor  
Washington, DC 20009

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

## TABLE OF CONTENTS

Description	Page
RFP Cover Sheet	1
Table of Contents	2
Section B – Supplies or Services and Cost	3-7
Section C – Specifications and Statement of Work	8-14
Section D – Packaging and Marking	15
Section E – Inspection and Acceptance	16
Section F – Deliveries or Performance	17-18
Section G – Contract Administration Data	19-27
Section H – Special Contract Requirements	28-43
Section I – Contract Clauses	44-52
Section J – List of Attachments	53
Section K – Representations, Certifications and Other Statements of Offerors	54
Section L –Instructions, Conditions and Notices to Offerors	55-65
Section M –Evaluation Factors	66-71
<b>Attachments – Section J</b>	
J.1 – Minimum Qualifications and Descriptions by 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 9, dated 01/10/2018	
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)	

## 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 one (1) certified Small Business Enterprise (SBE) Contractor (“**Contractor**”) to provide management support services, which includes training, to approximately 150 youth employees, ages 18-24, participating in the annual District of Columbia Department of Employment Services (DOES) sponsored Marion S. Barry Summer Youth Employment Program (SYEP).

The SYEP is designed to help young individuals in the District get a start on making their transition into the workforce. Students from ages eighteen (18) to twenty-four (24) are paid to participate in a six (6) week workforce training and development program that provides them with a real account of a ‘day's work’ in a number of professional fields. DGS will employ approximately 150 youth employees between the ages of 18-24 for six (6) weeks. Some of the youth are at-risk with criminal backgrounds. Because DGS does not regularly employ youth, the Department managers have little to no experience managing youth workers and seeks management support for the duration of the summer program.

The Contractor shall provide all management, expertise, supervision, labor, administrative support, materials, tools, parts, supplies, equipment, and transportation necessary to effectively and efficiently fulfill the requirements of this Scope of Work for a base period and up to four (4) option periods.

Interested Offerors are required to provide pricing on ALL line items, including the base period and the four option periods. Failure to complete the Price Schedule for all line items covering all years shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

**IMPORTANT NOTICE:** Contracts & Procurement will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda 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 a time and materials contract with a cost reimbursement component for materials. The fixed fully loaded hourly labor rates for labor categories are identified in Section B.6 Price Schedule (Price Proposal Form) and **Attachment J.2**.

**B.3.2** The Contractor shall be reimbursed for costs incurred in performing Reimbursable Services approved in advance in writing by the Contracting Officer (CO). Reimbursable services which cost \$2,500.00 or more will require the CO's approval in advance of services performed through a written directive (email is sufficient). The Contractor shall use the rates established in the Reimbursable Services Price Schedule (**Section B.4**) as the firm-fixed rate established for Reimbursable Services.

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

ITEM DESCRIPTION	BASE YEAR	OPTION YEAR ONE	OPTION YEAR TWO	OPTION YEAR THREE	OPTION YEAR FOUR
	NOT-TO-EXCEED COST	NOT-TO-EXCEED COST	NOT-TO-EXCEED COST	NOT-TO-EXCEED COST	NOT-TO-EXCEED COST
REIMBURSABLE SERVICES (includes Supplies)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 2,500.00</b>	<b>\$ 2,500.00</b>	<b>\$ 2,500.00</b>	<b>\$ 2,500.00</b>	<b>\$ 2,500.00</b>

### B.5 PRICING

**B.5.1** The contract pursuant to this Request for Proposal (“RFP”) shall be based on a time and materials as described in Section C and in accordance with Section B.7 Price Schedule (Price Proposal Form). The firm-fixed fully loaded labor rates shall be the Offeror's sole method of compensation and as such shall be sufficient to cover all of the costs necessary to provide services including, but not limited to, labor, supplies, material, repair parts, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit and all else necessary to perform all work related to providing the District with safe and proper provision of required Consolidated Maintenance Services as described herein.

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

DEPARTMENT OF GENERAL SERVICES						
Solicitation No. DCAM-18-NC-0067   Summer Youth Employment Program Management Support Services						
Attachment J.2 PRICE SCHEDULE   COMBINED TOTALS						
SERVICES	BASE PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4	TOTAL
BASIC SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REIMBURSABLE SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

### B.6 PRICE SCHEDULE

#### B.6.1 BASE PERIOD

##### B.6.1.1 BASIC SERVICES

CLIN	DESCRIPTION	PROPOSED QTY	FIRM-FIXED FULLY LOADED HRLY RATE	NOT TO EXCEED HOURS/EACH	EXTENDED COST
	BASIC SERVICES				
001	Youth Coordinator/Counselor	10		240	\$ -
002	Administrative Assistant	1		240	\$ -
003	Training Coordinator	1		90	\$ -
004	Project Coordinator	1		240	\$ -
	TOTAL BASIC SERVICES (BASE PERIOD)				\$ -

##### B.6.1.2 REIMBURSABLE SERVICES

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
	REIMBURSABLE SERVICES				
	Supplies	FIRM-FIXED FULLY LOADED		1	\$ -
	Training/Workshop Costs	FIRM-FIXED FULLY LOADED		1	\$ -
	TOTAL COST REIMBURSABLE SERVICES (BASE PERIOD)				\$ -

GRAND TOTAL FOR BASIC SERVICES PLUS REIMBURSABLE SERVICES (BASE PERIOD)	\$ -
---	------

The estimated quantity of Labor Hours under Basic Services is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Period and each Option Period is \$2,500.00.

**B.6 PRICE SCHEDULE****B.6.1 OPTION PERIOD 1****B.6.1.1 BASIC SERVICES**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>PROPOSED</u> <u>QTY</u>	<u>FIRM-FIXED</u> <u>FULLY LOADED</u> <u>HRLY RATE</u>	<u>NOT TO</u> <u>EXCEED</u> <u>HOURS/EACH</u>	<u>EXTENDED</u> <u>COST</u>
	<b>BASIC SERVICES</b>				
001	Youth Coordinator/Counselor	10		240	\$ -
002	Administrative Assistant	1		240	\$ -
003	Training Coordinator	1		90	\$ -
004	Project Coordinator	1		240	\$ -
	<b>TOTAL BASIC SERVICES (OPTION PERIOD 1)</b>				\$ -

**B.6.1.2 REIMBURSABLE SERVICES**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>COST</u>	<u>QTY</u>	<u>EXTENDED</u> <u>COST</u>
	<b>REIMBURSABLE SERVICES</b>				
	Supplies	FIRM-FIXED FULLY LOADED		1	\$ -
	Training/Workshop Costs	FIRM-FIXED FULLY LOADED		1	\$ -
	<b>TOTAL COST REIMBURSABLE SERVICES (OPTION PERIOD 1)</b>				\$ -

<b>GRAND TOTAL FOR BASIC SERVICES PLUS REIMBURSABLE SERVICES (OPTION PERIOD 1)</b>	<b>\$ -</b>
--	-------------

The estimated quantity of Labor Hours under Basic Services is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Period and each Option Period is \$2,500.00.

**B.6 PRICE SCHEDULE****B.6.1 OPTION PERIOD 2****B.6.1.1 BASIC SERVICES**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>PROPOSED</u> <u>QTY</u>	<u>FIRM-FIXED</u> <u>FULLY LOADED</u> <u>HRLY RATE</u>	<u>NOT TO</u> <u>EXCEED</u> <u>HOURS/EACH</u>	<u>EXTENDED</u> <u>COST</u>
	<b>BASIC SERVICES</b>				
001	Youth Coordinator/Counselor	10		240	\$ -
002	Administrative Assistant	1		240	\$ -
003	Training Coordinator	1		90	\$ -
004	Project Coordinator	1		240	\$ -
	<b>TOTAL BASIC SERVICES (OPTION PERIOD 2)</b>				\$ -

**B.6.1.2 REIMBURSABLE SERVICES**

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>COST</u>	<u>QTY</u>	<u>EXTENDED</u> <u>COST</u>
	<b>REIMBURSABLE SERVICES</b>				
	Supplies	FIRM-FIXED FULLY LOADED		1	\$ -
	Training/Workshop Costs	FIRM-FIXED FULLY LOADED		1	\$ -
	<b>TOTAL COST REIMBURSABLE SERVICES (OPTION PERIOD 2)</b>				\$ -

<b>GRAND TOTAL FOR BASIC SERVICES PLUS REIMBURSABLE SERVICES (OPTION PERIOD 2)</b>	<b>\$ -</b>
--	-------------

The estimated quantity of Labor Hours under Basic Services is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Period and each Option Period is \$2,500.00.

**B.6 PRICE SCHEDULE**  
**B.6.1 OPTION PERIOD 3**  
**B.6.1.1 BASIC SERVICES**

CLIN	DESCRIPTION	PROPOSED	FIRM-FIXED	NOT TO	EXTENDED
		QTY	FULLY LOADED HRLY RATE	EXCEED HOURS/EACH	
	<b>BASIC SERVICES</b>				
001	Youth Coordinator/Counselor	10		240	\$ -
002	Administrative Assistant	1		240	\$ -
003	Training Coordinator	1		90	\$ -
004	Project Coordinator	1		240	\$ -
	<b>TOTAL BASIC SERVICES (OPTION PERIOD 3)</b>				\$ -

**B.6.1.2 REIMBURSABLE SERVICES**

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
	<b>REIMBURSABLE SERVICES</b>				
	Supplies	FIRM-FIXED FULLY LOADED		1	\$ -
	Training/Workshop Costs	FIRM-FIXED FULLY LOADED		1	\$ -
	<b>TOTAL COST REIMBURSABLE SERVICES (OPTION PERIOD 3)</b>				\$ -

<b>GRAND TOTAL FOR BASIC SERVICES PLUS REIMBURSABLE SERVICES (OPTION PERIOD 3)</b>	<b>\$ -</b>
--	-------------

The estimated quantity of Labor Hours under Basic Services is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Period and each Option Period is \$2,500.00.

**B.6 PRICE SCHEDULE**  
**B.6.1 OPTION PERIOD 4**  
**B.6.1.1 BASIC SERVICES**

CLIN	DESCRIPTION	PROPOSED	FIRM-FIXED	NOT TO	EXTENDED
		QTY	FULLY LOADED HRLY RATE	EXCEED HOURS/EACH	
	<b>BASIC SERVICES</b>				
001	Youth Coordinator/Counselor	10		240	\$ -
002	Administrative Assistant	1		240	\$ -
003	Training Coordinator	1		90	\$ -
004	Project Coordinator	1		240	\$ -
	<b>TOTAL BASIC SERVICES (OPTION PERIOD 4)</b>				\$ -

**B.6.1.2 REIMBURSABLE SERVICES**

CLIN	DESCRIPTION	UNIT	COST	QTY	EXTENDED COST
	<b>REIMBURSABLE SERVICES</b>				
	Supplies	FIRM-FIXED FULLY LOADED		1	\$ -
	Training/Workshop Costs	FIRM-FIXED FULLY LOADED		1	\$ -
	<b>TOTAL COST REIMBURSABLE SERVICES (OPTION PERIOD 4)</b>				\$ -

<b>GRAND TOTAL FOR BASIC SERVICES PLUS REIMBURSABLE SERVICES (OPTION PERIOD 4)</b>	<b>\$ -</b>
--	-------------

The estimated quantity of Labor Hours under Basic Services is included for the purpose of evaluating price only. The not to exceed cost reimbursement amount for the Base Period and each Option Period is \$2,500.00.

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The Department of General Services (the “**Department**” or “**DGS**”) seeks to engage one (1) certified SBE Contractor (“**Contractor**”) who has the expertise and the capability to provide training and management support services to perform oversight of DGS’ Marion S. Barry Summer Youth Employment Program (SYEP) to approximately 150 youth participants. The Contractor shall be responsible for monitoring day-to-day program activities to the youth participants, including student outcome tracking/measuring success and professional development.

DGS will employ approximately 150 youth employees between the ages of 18-24 for six (6) weeks. Some of the youth are at-risk with criminal backgrounds. Because DGS does not regularly employ youth, the Department managers have little to no experience managing youth workers and seeks management support for the duration of the summer program.

The Contractor shall provide all management, expertise, supervision, labor, administrative support, materials, tools, parts, supplies, equipment, and transportation necessary to effectively and efficiently fulfill the requirements of this Scope of Work. The Department reserves the right at any time (including after an award hereunder), to either add or remove line items and/or to increase or decrease the responsibility under an awarded contract.

### 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	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P	2003 Ed.
2	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926	Most Recent

### C.3 DEFINITIONS

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

- C.3.1** “**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.
- C.3.2** “**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.
- C.3.3** “**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.
- C.3.4** “**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.
- C.3.5** “**Project Manager**” refers to the Key Personnel point person who shall be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week, over the course of the contract.
- C.3.6** “**SYEP**” is an acronym for Summer Youth Employment Program.

## **C.4 BACKGROUND**

The Mayor Marion S. Barry Summer Youth Employment Program (SYEP) is a locally funded initiative sponsored by the Department of Employment Services (DOES) that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the private and government sectors.

The Department of General Services (DGS), as a leading agency for the management and maintenance of District government real property assets, employs approximately 100-150 youth employees for a six (6)-week program each summer, assigning each to one (1) of eight (8) DGS work sites in various divisions, such as Facilities, Sustainability + Energy, Portfolio, Construction, etc.

## **C.5 REQUIREMENTS**

The Department will employ approximately 150 youth employees between the ages of 18-24 for a six week program. For the summer 2018 (base period), those dates are scheduled on June 25, 2018 through August 3, 2018; the District does not have set dates for the next four years, but is expected to be around June through August. These youth employees will be assigned to one (1) of eight (8) DGS work sites and will work under the supervision of District employee Supervisors.

The overarching goal of the SYEP is to provide youth employees with a set of work-related experiences that can better prepare them to succeed in employment. The SYEP should help participants achieve the following objectives:

- Develop social skills including communication, critical thinking, decision-making and problem-solving skills, and self-management.
- Learn work norms and culture.
- Understand career pathways and decision points, including the linkages between educational attainment, relevant experience, demonstrable skills, and career advancement.
- Build professional networks.
- Learn to manage money.

To help support DGS with the management of youth employees, DGS is seeking management support services from one (1) Contractor; these services shall include ALL of the following areas:

1. Professional Case Management Support
2. Student Outcome Tracking/Measuring Success
3. Professional Development

#### **C.5.1 PROFESSIONAL CASE MANAGEMENT SUPPORT**

- C.5.1.1** The Contractor shall provide full-time Program Coordinators/Youth Counselors dedicated to working with up to 150 young individuals (to include at-risk youths), their supervisors, and facilitating the overall program.
- C.5.1.2** The Contractor shall provide youth development professionals who will troubleshoot, support, and guide SYEP employees through the transition of working for a government agency. This support will include, but not be limited to personal and professional development programs to ensure DGS provides youth with real-world job training.
- C.5.1.3** The Contractor shall provide DGS with a weekly status update for each SYEP employee and his/her supervisor to monitor each youth's professional growth and assist each mentor with providing a meaningful, professional experience.
- C.5.1.4** The Contractor shall assist DGS staff in exposing the summer youth employees to the various career opportunities that are available at the conclusion of the six (6) week SYEP program.
- C.5.1.5** Prior to the start of the SYEP, the Contractor shall provide the final layout of the SYEP Program, which includes a schedule of training and/or workshops, and the final Problem Escalation Procedure Report, which includes the names and contact information of individuals the COTR should contact if problems arise under the Contract and procedures on how the work under the Contract will be escalated in order to resolve any issues in a timely manner.

## **C.5.2 STUDENT OUTCOME TRACKING/MEASURING SUCCESS**

**C.5.2.1** The Contractor shall provide surveys to summer youth at the beginning of the program to determine their career interests.

**C.5.2.2** The Contractor shall conduct an on-site evaluation for the youth employees in the program by engaging with these individuals and his/her supervisor at their worksites. All relevant data shall be collected to assist in measuring youth success and determining program efficiency.

**C.5.2.3** The Contractor shall conduct half-day training for DGS supervisors and team leaders in advance of the start of the program. The training will include, but not be limited to the following workshop topics that will assist the supervisor in performing his/her position successfully:

- i. Working with Youth/Teens;
- ii. Communicating Effectively with Youth;
- iii. Discipline, Harassment, Reporting Emergencies; and
- iv. Mentoring & Coaching Practices

**C.5.2.4** In order to ensure professional growth that will aid both the youth and the mentor, the Contractor shall conduct weekly professional development workshops to focus on strengthening a variety of hard and soft skills. The Contractor shall provide information to supervisors on the upcoming SYEP workshops held each Friday in order align assignments with the workshop themes.

**C.5.2.5** Youth workshops for this program shall include some of the following workshops topics:

- i. Meet and Greet/Ready to Work! Workshop
- ii. Using Social Media as a Business Tool
- iii. Financial Literacy (money management, budgeting, strategies to save how Financial Institutions work/making good financial decisions);
- iv. Personal Development (self-reflection, goal-setting and planning);
- v. Resume Preparation and Job Interviewing;
- vi. Planning for College or Technical Training;
- vii. Student Loans/Grants/Scholarship Search; and
- viii. Public Speaking Challenge

**C.5.2.6** The Contractor will ensure that each young individual will complete a resume and cover letter by the end of the program. The workshop will include job search techniques, resume writing, interviewing skills and follow-up.

- C.5.2.7** The Contractor will plan and facilitate a Job Fair inviting potential employers. The employers participating in the job fair will conduct interviews, accept resumes/applications and provide job search feedback and assistance.
- C.5.2.8** The Contractor shall monitor, supervise and enforce daily attendance rules and regulations, and report and process weekly attendance of the SYEP participants, and submit those reports to the DOES program manager. The Contractor shall also compile weekly attendance reports for the Program Manager/COTR on attendance and attrition.
- C.5.2.9** The Contractor shall monitor youth employees with unsatisfactory attendance; contact those youth employees; and obtain information/data to assist in resolving the concern or issue. By three (3) weeks into the Program, the Contractor shall provide the COTR with a Mid-term Follow-up Report, noting major issues, decrease in youth employees, etc.
- C.5.2.10** The Contractor shall make a reasonable attempt to conduct exit interviews with youth employees who leave the program to ascertain the reason for departure.
- C.5.2.11** At program's completion, the Contractor shall provide an End of Program Report that shall demonstrate the attendance of each youth employee in the program, their individual development opportunities, completion of the projects, overall program statistics, as well as lessons learned.

**C.5.3 PROFESSIONAL DEVELOPMENT**

- C.5.3.1** The Contractor shall plan and facilitate, in conjunction with DGS staff, a Ready to Work! Opening ceremony/orientation, to provide youth employees with an introduction to the work environment, the agency culture, and set expectations for the work experience.

- C.5.3.2** The orientation will include:

- i. Introduction to their worksite supervisors;
- ii. Policies and Procedures;
- iii. Code of Conduct;
- iv. Time and attendance expectations and rules;
- v. Professionalism (expected work ethic, appropriate behavior, interaction with others);
- vi. Customer service; and
- vii. Proper attire for their position
- viii. Overview of District Government (Executive, Legislative, and Judiciary)

**C.5.3.3** The Contractor shall provide at least one community service project for youth to participate in prior to the end of the SYEP program. DGS mentors and Youth Counselors should also be included in the identified activity.

**C.5.3.4** The Contractor shall work with DGS staff to plan and administer a closing ceremony for the youth at which time awards, program certificates and recognition is provided for the youth.

**C.5.4 CONTRACTOR QUALIFICATIONS AND EXPERIENCE**

**C.5.4.1** Extensive experience working with youths (age18-24) and with youths in the workplace.

**C.5.4.2** Experience in data collection.

**C.5.4.3** Experience in training and development.

**C.5.4.4** Extensive experience in case management; and providing services to troubled, at-risk and ex-offender youths.

**C.5.4.5** Experience with implementing a successful youth program (80% retention rates) of the same size and scope.

**C.5.5 COMPLETION SCHEDULE**

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

**C.5.5.1 Project Timeline for summer 2018 (base period)**

Pre-Launch Meetings (3)	June 1, 2018 – June 22, 2018*
SYEP 6-week program Start Date	June 25, 2018
Mid-term Follow-up Meeting	Week of July 16, 2018*
SYEP 6-week program End Date	August 3, 2018
Exit Meeting	Week of August 6, 2018*

\*To be scheduled by the Program Manager/COTR

**C.5.5.2** The District will announce the dates for SYEP 2019, 2020, 2021 and 2022 in the beginning of each year; therefore DGS does not have the exact dates at this time. It is the assumption that the SYEP dates will be around June through August, and the awarded Contractor shall be expected to be ready to provide services at a minimum of four (4) weeks prior to the program start date.

## **C.5.6 CREDENTIALING PROCEDURES AND FORMS**

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

## **C.5.7 LICENSING, ACCREDITATION AND REGISTRATION**

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

## **C.5.8 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”).

## **C.5.9 OTHER REQUIRED REQUIREMENTS AND/OR SUBMITTALS**

**C.5.9.1 Key Personnel:** The Contractor shall provide a list of Key Personnel, including Project Manager and all persons (i.e., labor categories) to be involved in carrying out the proposed work describing each person’s qualifications and proposed involvement in specific tasks. Attach a resume for each person. The Contractor shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

**C.5.9.2 License Requirements:** The Contractor shall provide a copy of the firm’s current Basic Business License issued by DCRA.

**C.5.9.3 Uniforms:** At all times while performing work at DGS locations, the Contractor’s employees shall wear a uniform that at a minimum consists of a shirt with the company logo and full-length pants. Contractor’s employees not wearing the required uniform shall not be permitted to perform work.

## 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 begin on June 1, 2018 ending no later than August 17, 2018.

### 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) 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) periods.

**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 period, contract requirements and deliverables remain the same as those of the base period.

### 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** in accordance with the following:

No.	Solicitation Reference	Deliverable Name	Due Date
1	C.5.1.5	Final Layout of the SYEP Program	Within 10 working days awarded Contract;

			no later than June 15, 2018 for base period
2	C.5.1.5	Problem Escalation Procedure Final Report	Within 10 working days awarded Contract; no later than June 15, 2018 for base period
3	C.5.2.9	Mid-term Follow-up Report	3 weeks after program start date
4	C.5.2.11	Final Report/Recommendations	One week after Program Completion
5	C.5.2.8	Attendance Reporting of Youth Employees	Weekly (6-weeks)
6	C.5.1.3	SYEP Youth Employee Status Report	Weekly (6 weeks)

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in **Section H.5.5** that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to **Section G.3.2**.

#### **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.

#### **G.4.2 Payment for Reimbursable Items and Services**

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

**G.4.3 Cost Reimbursement Ceiling**

**G.4.3.1** Cost reimbursement ceiling for this contract is set forth in **Section B.4**.

**G.4.3.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in **Section B.4**.

**G.4.3.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

**G.4.3.4** The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

**G.4.3.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

**G.4.3.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section B.4**, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section B.4**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

**G.4.3.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

**G.4.3.8** If any cost reimbursement ceiling specified in **Section B.4** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

**G.4.3.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section B.4**, unless the change order specifically increases the cost reimbursement ceiling.

**G.4.3.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act 2010 as amended by the PITAAA of 2015.

**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):

**Shalonda Frazier**

Management Liaison Specialist | Human Resources  
Department of General Services  
2000 14th Street NW | 5th Floor | Washington, DC 20009  
Tel: (202) 671-2613 | Email: [Shalonda.frazier2@dc.gov](mailto:Shalonda.frazier2@dc.gov)

**Anthony L. Clark**

Special Assistant to the Director | Office of the Director  
Department of General Services  
2000 14th Street NW | 8th Floor | Washington, DC 20009  
Tel: 202-741-8598 | Email: [anthony.clark@dc.gov](mailto:anthony.clark@dc.gov)

- G.12.2.1** The COTR shall NOT have the authority to:
- Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  - Grant deviations from or waive any of the terms and conditions of the contract;
  - Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - Authorize the expenditure of funds by the Contractor;
  - Change the period of performance; or
  - 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.

**G.13** ***RESERVED***

## **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. 9, date of last revision: 01/10/2018, 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.8** 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**      *Reserved*

**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 - *Reserved***

**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 \$10,000 per occurrence.
  5. 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) \$1,000,000 per occurrence and \$1,000,000 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 and Descriptions by 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. 9, dated 01/10/2018)
<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 ( <i>**to be used if awarded</i> )

**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**

Offerors must supply one (1) original and three (3) copies of the written proposals titled "Technical Proposal" and one (1) original signed price proposal titled "Price Proposal". Each Proposal must incorporate a Table of Contents, and each page of the proposal must be numbered consecutively. 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. The official name of the firm submitting the proposal must appear on the outside front cover of each binder. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope/package conspicuously marked:

***DCAM-18-NC-0067 Technical Proposal – SYEP Management Support Services***

***DCAM-18-NC-0067 Price Proposal – SYEP Management Support Services***

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

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. 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.
  - c. All Attachments, with the exception of Attachment J.1, J.3 and J.12, shall be submitted in the Price Proposal; Attachment J.1, J.3 and J.12 shall be submitted in the Technical Proposals.
6. A statement affirming the Offeror's acceptance of the contract provisions as described in Section J including the Standard Contract Provisions of the solicitation.

## **L.2.2 TECHNICAL PROPOSAL**

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

The Department desires to engage one (1) Contractor with the qualified experience necessary to realize the objectives set forth in **Section C** of this RFP. Offerors will be evaluated based on:

1. Description of Offeror's overall experience as a Prime Contractor managing programs similar in size and scope as those described in Section C. The Offeror's description shall address lessons learned and the application of those lessons to providing the required services.

2. Past Performance Evaluation Forms provided by Contractor's past clients (**Attachment J.12**) who are capable of documenting the Offeror's ability to provide services specified in this RFP. A minimum of three (3) Past Performance Evaluation Forms shall be submitted in the Offeror's proposal. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years.
3. Offerors shall provide detailed descriptions of no more than six (6) contracts that best illustrate the firm's experience and capabilities performing work that targets the population and/or providing similar positive youth development programming 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, and number of years as a customer;
  - 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, firm's scope of work, and key firm strengths exhibited. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work
  - iv. Identification of firm's personnel (or account representative) involved in the previous projects and/or contracts who are proposed to work on this project;
  - v. Project process and schedule data including delivery method and completion date (any unusual events or occurrences that affected the schedule should be explained).
4. Provide additional information that would distinguish your firm in its service to DGS.

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

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

The Department desires Contractors with 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. The key personnel identified below will be evaluated on their specific experience and past performance on projects of similar size, type and complexity to the scope of work in this contract. This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel, as stipulated in **Section C.5.19.1.3.**

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. **Organizational Chart:** Submit an organizational chart that describes the staffing plan, illustrating reporting lines, and names and titles for key participants proposed by the team (i.e., Point of Contact for the Offeror, Youth Counselors, Project Coordinator, Training Coordinator, etc.), including subcontractors if applicable.
2. **Staffing Plan:** Submit a plan that demonstrates staff with relevant experience, education and training to operate the SYEP as required in Section C.
3. **Resumes** for each key personnel 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. Describe experience that the key team members have worked together, including number of years and specific projects.

### **L.2.2.3      Program Management Plan**

Offerors are required to submit a Program Management Plan. The Program Management Plan should clearly explain how the contractor intends to manage and implement the Program Management Plan. 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 Summer Youth Employment Program (SYEP), and an adequate plan to implement and staff the program in a timely manner, including staff supervision;

2. Provide a plan to recruit, screen and hire youth counselors/coordinators who are culturally competent and have relevant experience, and describe how youth counselors/coordinators will be supervised;
3. Detail workforce development and training programs that will enhance the quality and success of the SYEP;
4. Identify how the Offeror will assess the SYEP to expose participants to career pathways and provide positive involvement with tangible outcomes for participants upon completion of the SYEP.
5. Explain how the Offeror will assure quality across the SYEP lifecycle, including communication with the Department about materials, services, and scheduling options;
6. Provide clarity about deliverables and completion verification steps that will be used to document satisfactory completion, and provide examples of proposal and deliverable templates or similar prior deliverables used in previous successful programs;
7. Describe Offeror's handling of separation and/or re-assignment of the SYEP;
8. Describe the key challenges inherent to the SYEP and explain how they will be overcome or mitigated. Offeror shall provide a draft Problem Escalation Procedure that includes, at a minimum, titles of individuals to be contacted by the COTR should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.
9. Identify the location(s) from which the Offeror proposes to provide training and/or workshop events/services, including, if applicable, any current facilities that it operates.
10. Describe Offeror's organizational capacity to maintain a successful operation that is consistent with the RFP requirements as listed in Section C; Offeror shall demonstrate the resources, expertise and internal organization to assume and meet all fiscal (and related administrative) requirements, including: recordkeeping, accounting procedures, and a fiscal system oversight, etc.

### **L.2.3 PRICE**

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. The offeror must submit a price for all line items for the base and four (4) one (1) option year periods in order to be considered.

All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

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

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

**L.3.1 PROPOSAL SUBMISSION**

Proposals must be submitted no later than **10:00 a.m. EST on Wednesday, April 18, 2018**. 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 **Tuesday March 27, 2018**. 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 **Monday, March 26, 2018 at 1:00 p.m. (EST)** at the **Reeves Center 6th Floor 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 **Tuesday, March 27, 2018** 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 TECHNICAL RATING

**M.2.1** The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror's total technical score will be determined by adding the Offeror's score for each subfactor. For example, if an evaluation factor

has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION CRITERIA**

#### **M.3.1 TECHNICAL PROPOSALS**

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

##### **M.3.1.1 Relative Experience and Past Performance of the Team – 20 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.3.1.2 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.3.1.3 Program Management Plan – 40 POINTS**

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

#### **M.3.2 Price – 20 Points**

#### **M.3.3 Local, Small or Disadvantaged Business Enterprises – 12 Points**

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

#### **M.3.4 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.4 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.5 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.5.1 APPLICATION OF PREFERENCES**

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

- M5.1.1** 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.5.1.2** 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.5.1.3** 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.5.1.4** 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.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** 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.5.1.7** 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.5.1.8** 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.5.2 MAXIMUM PREFERENCE AWARDED**

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

**M.5.3 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.5.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED SMALL BUSINESS ENTERPRISE**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror shall submit with its proposal any documentation regarding its certification as a certified small business enterprise.

**M.5.4.2** 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.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6                    EVALUATION OF PROMPT PAYMENT DISCOUNT**

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

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