

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES

INVITATION FOR BIDS

Solicitation Number: DCAM-19-NC-IFB-0021

RECYCLING AND JANITORIAL SUPPLIES

This solicitation is being set-aside for Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as Small Business Enterprises (SBEs) under the following NIGP Codes: **4856500** – Janitorial Equipment and Supplies; **4857600** – Recycled Janitorial Supplies; **5786400** – Recycling Equipment, Machines and Supplies (D.C. Official Code §2-218.32).

Solicitation Issue Date: Friday, February 15, 2019

Pre-Bid Conference: Thursday, February 21, 2019 at 10:00 a.m.
DGS 2nd Floor Community Room
Frank D. Reeves Municipal Center
2000 14th Street, NW | Washington, DC 20009

Last Day for Questions: Monday, February 25, 2019

Bid Due Date: **Thursday, March 7, 2019 by 10:00 a.m. EST**

Delivery of Bids: Department of General Services
Contracts & Procurement Division
GEORGE G. LEWIS, CPPO c/o Karen J. Araujo
Frank D. Reeves Municipal Center
2000 14th Street, NW | 8th Floor | Washington, DC 20009

Bid Opening: Thursday, March 7, 2019 by 10:30 a.m. EST
DGS 2nd Floor Community Room
Frank D. Reeves Municipal Center
2000 14th Street, NW | Washington, DC 20009

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

SECTION A
TABLE OF CONTENTS

| SECTION | DESCRIPTION | PAGE |
|-------------------|---|---|
| | IFB Cover Sheet | 1 |
| | Table of Contents | 2 |
| Section B | Supplies or Services and Cost | 3-14 |
| Section C | Specifications and Statement of Work | 15-27 |
| Section D | Packaging and Marking | 28 |
| Section E | Inspection and Acceptance | 29 |
| Section F | Deliveries or Performance | 30-31 |
| Section G | Contract Administration Data | 32-37 |
| Section H | Special Contract Requirements | 38-43 |
| Section I | Contract Clauses | 44-55 |
| Section J | List of Attachments | 56 |
| Section K | Representations, Certifications and Other Statements of Offerors | 57 |
| Section L | Instructions, Conditions and Notices to Offerors | 58-64 |
| Section M | Evaluation Factors | 65-66 |
| | | |
| ATTACHMENT | SECTION J | |
| J.1 | Award/Signature Page | For Completion |
| J.2 | Price Schedule (Bid Form) | Bid Submission |
| J.3 | Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016) | For Reference |
| J.4 | RESERVED | |
| J.5 | Equal Employment Opportunity (EEO) Policy Statement Agreement | For Completion |
| J.6 | First Source Employment Agreement (Non-Construction) – Feb 15-2018 | For Completion |
| J.7 | First Source Employment Plan | For Completion |
| J.8 | Way to Work Amendment Act of 2006 – Living Wage Notice | For Reference |
| J.9 | Way to Work Amendment Act of 2006 – Living Wage Fact Sheet | For Reference |
| J.10 | Tax Certification Affidavit | For Completion |
| J.11 | Bidder-Offeror Certification Form – April 2018 | For Completion |
| J.12 | SBE Subcontracting Plan | For Completion |
| J.13 | Contractor EPPS Report Form | For Reference/ Completion if Awarded |

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Government of the District of Columbia (the “District”), acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement is issuing this Invitation for Bids (“IFB”) to engage one (1) to no more than three (3) contractor(s) (each a “Contractor”) to provide Recycling and Janitorial Supplies to various District facilities. The awarded Contractor(s) shall provide all management, tools, supplies, equipment, storage, vehicles and labor necessary to perform the required services for a base year and up to four (4) additional one (1) year option periods.

B.2 The Department contemplates one (1) to no more than three (3) award(s) of one (1) of an Indefinite Delivery Indefinite Quantity (IDIQ) contract in accordance with 27 DCMR Chapter 47, Section 4720.

B.3 **INDEFINITE DELIVERY –INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the **Ordering Clause**, referenced in Section G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the annual maximum not to exceed ceiling amount of \$950,000.00. The District will order at least the guaranteed minimum dollar amount of \$250.00.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after one (1) year from date of award.

B.4 PRICE SCHEDULE – IDIQ

B.4.1 RECYCLING AND JANITORIAL SUPPLIES

B.4.1.1 BASE YEAR

| CONTRACT LINE ITEM NO. (CLIN) | PRODUCT DESCRIPTION | UNIT | PRICE PER UNIT | ESTIMATED QUANTITY MINIMUM | MINIMUM TOTAL PRICE (unit price x min. quantity) | ESTIMATED QUANTITY MAXIMUM | MAXIMUM TOTAL PRICE (unit price x max. quantity) |
|----------------------------------|--|------------|----------------|----------------------------------|--|----------------------------------|--|
| RECYCLING SUPPLIES | | | | | | | |
| 001 | DuMOR Receptacle 437, Steel Outdoor Trash and Recycling Receptacle | 4 gal/pack | | 1 | | 500 | |
| 002 | Victor Stanley Replacement Liner, Blk, 36 gal, Plastic; for Victor Stanley Litter Can, SD-40 | ea. | | 1 | | 500 | |
| 003 | Kaleidoscope Indoor Three-Stream Recycling station, 24 gal | 4 gal/case | | 1 | | 500 | |
| 004 | Kaleidoscope XL Indoor Three-Stream Recycling Station, 36 gal | 6/case | | 1 | | 500 | |
| 005 | ErgoCan Indoor Three-Stream Recycling Station, 3 x 30 gal | ea. | | 1 | | 500 | |
| 006 | Rubbermaid 7 gallon blue rectangular desk-side recycling bin with universal recycling symbol, open top. Minimum 30% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 007 | Rubbermaid 7 gallon black rectangular desk-side bin, open top. Minimum 20% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 008 | Rubbermaid commercial 23 gallon slim jim style bin; plastic; standard recycling dark blue with Universal Recycling Symbol; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 009 | Rubbermaid commercial slim jim. 23 gallon slim jim style bin; plastic; black; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 010 | Cambro PWB22 22 qt poly pail. Bucket with liquid measurements. 5 gallon white bucket with handle and volume measurements for liquids (metric preferred). | 4/box | | 1 | | 500 | |
| 011 | Rubbermaid 10-gallon round vented brute Open Top Utility Trash Can (yellow), Height 17"; plastic; yellow | 12/carton | | 1 | | 500 | |
| 012 | 20 gal WHITE Barrel; Brute-style utility trash can (white); Height 23"; plastic; white | 12/bundle | | 1 | | 500 | |
| 013 | Rubbermaid Slim Jim Single Stream Recycling Container Lid, Blue | ea. | | 1 | | 500 | |
| 014 | Rubbermaid Brute Trash Container, Gray, 32 gal | ea. | | 1 | | 500 | |
| 015 | Rubbermaid Brute Trash Container, Yellow, 32 gal | 100/pack | | 1 | | 500 | |
| 016 | Rubbermaid Brute Recycling Container, #263273, Blue, 32 gal | ea. | | 1 | | 500 | |
| 017 | Rubbermaid Brute Dolly for 20-55 Gallon Containers, #264000, Black, 5 wheels | ea. | | 1 | | 500 | |
| 018 | Heritage BioTuf, #Y8448YER01 | ea. | | 1 | | 500 | |

| <u>JANITORIAL SUPPLIES</u> | | | | | | | |
|----------------------------|---|------------|------|---|------|------|------|
| 019 | Right Guard Lemon Disinfectant, (MP-14) | 4 gal/case | | 1 | | 1000 | |
| 020 | Dawn II Floor Cleaner, (MP-67-II) | 4 gal/case | | 1 | | 1000 | |
| 021 | Blitz Enzymes, (MP-74) | 4 gal/case | | 1 | | 1000 | |
| 022 | Bleach Cleaner, (NSI95001390) | 6/case | | 1 | | 1500 | |
| 023 | 43x48, 2 Mil Black Trash Liner (S43481.7B) | 100/case | | 1 | | 2000 | |
| 024 | White Pearl Hand Soap (INN-5012-420-A) | 4 gal/case | | 1 | | 1000 | |
| 025 | 600' Roll Towel Natural, (NP-12600N) | 12/case | | 1 | | 2000 | |
| 026 | Single 9" Jumbo Jr Toilet Tissue Dispenser, (PF-R26TS) | ea. | | 1 | | 500 | |
| 027 | Wipe Out Window & Glass Cleaner, (MP-12S) | 12/case | | 1 | | 1000 | |
| 028 | RMC Toilet Seat Cover, 250 count, 1000 | 4/box | | 1 | | 1000 | |
| 029 | Jumbo JR Toilet Tissue, (NP-5202) | 12/carton | | 1 | | 2000 | |
| 030 | Stainless Steel Cleaner, (CPC14011) | 12/case | | 1 | | 500 | |
| 031 | DOC #88 Floor Finish, (SIM-01) | ea. | | 1 | | 800 | |
| 032 | 36" Microfiber Dust Mop Head, (CPI-MDUSTMO36) | ea. | | 1 | | 1500 | |
| 033 | Mint-X Rodent Repellent Trash Bag Black, 43" x 47", 56 gal | 100/pack | | 1 | | 2000 | |
| 034 | 60" Dust Mop Head, (CPI-MDUSTMO60) | ea. | | 1 | | 1500 | |
| 035 | Apache Mills Walk Off Mats, Chevron Rib, Charcoal, 3' x 5' | ea. | | 1 | | 800 | |
| 036 | Rubbermaid "Caution" Wet Floor Sign, 37" Tall | ea. | | 1 | | 1200 | |
| 037 | Suface Mounted Liquid Soap Dispenser, (LG-BOB40) | ea. | | 1 | | 500 | |
| 038 | Bona Prep Hardwood Floor Conditioner, 5 gal | ea. | | 1 | | 500 | |
| 039 | Premier Pads 20" Mesh Screen Floor Sanding Discs, 60 Grit | 10/case | | 1 | | 750 | |
| 040 | Sunnyside Mineral Spirits, Low VOC Odorless, 1 gal | ea. | | 1 | | 500 | |
| 041 | Hot Shot Floor Stripper, 5 gal (MP-66) | ea. | | 1 | | 800 | |
| 042 | 24 OZ Cotton Cut End Narrow, (CM-3016) | ea. | | 1 | | 1200 | |
| 043 | 24x24 1 Mil, Trash Liner, Clear (S2424HD) | ea. | | 1 | | 2000 | |
| 044 | 8" Mechanical Hand Free Paper Towel Dispenser, (NP-PC-0563) | ea. | | 1 | | 500 | |
| TOTAL | | | \$ - | | \$ - | | \$ - |

B.4.1.2 OPTION YEAR ONE

| CONTRACT LINE ITEM NO. (CLIN) | PRODUCT DESCRIPTION | UNIT | PRICE PER UNIT | ESTIMATED QUANTITY MINIMUM | MINIMUM TOTAL PRICE (unit price x min. quantity) | ESTIMATED QUANTITY MAXIMUM | MAXIMUM TOTAL PRICE (unit price x max. quantity) |
|----------------------------------|--|------------|----------------|----------------------------------|--|----------------------------------|--|
| RECYCLING SUPPLIES | | | | | | | |
| 001 | DuMOR Receptacle 437, Steel Outdoor Trash and Recycling Receptacle | 4 gal/pack | | 1 | | 500 | |
| 002 | Victor Stanley Replacement Liner, Blk, 36 gal, Plastic; for Victor Stanley Litter Can, SD-40 | ea. | | 1 | | 500 | |
| 003 | Kaleidoscope Indoor Three-Stream Recycling station, 24 gal | 4 gal/case | | 1 | | 500 | |
| 004 | Kaleidoscope XL Indoor Three-Stream Recycling Station, 36 gal | 6/case | | 1 | | 500 | |
| 005 | ErgoCan Indoor Three-Stream Recycling Station, 3 x 30 gal | ea. | | 1 | | 500 | |
| 006 | Rubbermaid 7 gallon blue rectangular desk-side recycling bin with universal recycling symbol, open top. Minimum 30% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 007 | Rubbermaid 7 gallon black rectangular desk-side bin, open top. Minimum 20% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 008 | Rubbermaid commercial 23 gallon slim jim style bin; plastic; standard recycling dark blue with Universal Recycling Symbol; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 009 | Rubbermaid commercial slim jim. 23 gallon slim jim style bin; plastic; black; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 010 | Cambro PWB22 22 qt poly pail. Bucket with liquid measurements. 5 gallon white bucket with handle and volume measurements for liquids (metric preferred). | 4/box | | 1 | | 500 | |
| 011 | Rubbermaid 10-gallon round vented brute Open Top Utility Trash Can (yellow), Height 17"; plastic; yellow | 12/carton | | 1 | | 500 | |
| 012 | 20 gal WHITE Barrel; Brute-style utility trash can (white); Height 23"; plastic; white | 12/bundle | | 1 | | 500 | |
| 013 | Rubbermaid Slim Jim Single Stream Recycling Container Lid, Blue | ea. | | 1 | | 500 | |
| 014 | Rubbermaid Brute Trash Container, Gray, 32 gal | ea. | | 1 | | 500 | |
| 015 | Rubbermaid Brute Trash Container, Yellow, 32 gal | 100/pack | | 1 | | 500 | |
| 016 | Rubbermaid Brute Recycling Container, #263273, Blue, 32 gal | ea. | | 1 | | 500 | |
| 017 | Rubbermaid Brute Dolly for 20-55 Gallon Containers, #264000, Black, 5 wheels | ea. | | 1 | | 500 | |
| 018 | Heritage BioTuf, #Y8448YER01 | ea. | | 1 | | 500 | |

| <u>JANITORIAL SUPPLIES</u> | | | | | | | |
|----------------------------|---|------------|------|---|------|------|------|
| 019 | Right Guard Lemon Disinfectant, (MP-14) | 4 gal/case | | 1 | | 1000 | |
| 020 | Dawn II Floor Cleaner, (MP-67-II) | 4 gal/case | | 1 | | 1000 | |
| 021 | Blitz Enzymes, (MP-74) | 4 gal/case | | 1 | | 1000 | |
| 022 | Bleach Cleaner, (NSI95001390) | 6/case | | 1 | | 1500 | |
| 023 | 43x48, 2 Mil Black Trash Liner (S43481.7B) | 100/case | | 1 | | 2000 | |
| 024 | White Pearl Hand Soap (INN-5012-420-A) | 4 gal/case | | 1 | | 1000 | |
| 025 | 600' Roll Towel Natural, (NP-12600N) | 12/case | | 1 | | 2000 | |
| 026 | Single 9" Jumbo Jr Toilet Tissue Dispenser, (PF-R26TS) | ea. | | 1 | | 500 | |
| 027 | Wipe Out Window & Glass Cleaner, (MP-12S) | 12/case | | 1 | | 1000 | |
| 028 | RMC Toilet Seat Cover, 250 count, 1000 | 4/box | | 1 | | 1000 | |
| 029 | Jumbo JR Toilet Tissue, (NP-5202) | 12/carton | | 1 | | 2000 | |
| 030 | Stainless Steel Cleaner, (CPC14011) | 12/case | | 1 | | 500 | |
| 031 | DOC #88 Floor Finish, (SIM-01) | ea. | | 1 | | 800 | |
| 032 | 36" Microfiber Dust Mop Head, (CPI-MDUSTMO36) | ea. | | 1 | | 1500 | |
| 033 | Mint-X Rodent Repellent Trash Bag Black, 43" x 47", 56 gal | 100/pack | | 1 | | 2000 | |
| 034 | 60" Dust Mop Head, (CPI-MDUSTMO60) | ea. | | 1 | | 1500 | |
| 035 | Apache Mills Walk Off Mats, Chevron Rib, Charcoal, 3' x 5' | ea. | | 1 | | 800 | |
| 036 | Rubbermaid "Caution" Wet Floor Sign, 37" Tall | ea. | | 1 | | 1200 | |
| 037 | Suface Mounted Liquid Soap Dispenser, (LG-BOB40) | ea. | | 1 | | 500 | |
| 038 | Bona Prep Hardwood Floor Conditioner, 5 gal | ea. | | 1 | | 500 | |
| 039 | Premier Pads 20" Mesh Screen Floor Sanding Discs, 60 Grit | 10/case | | 1 | | 750 | |
| 040 | Sunnyside Mineral Spirits, Low VOC Odorless, 1 gal | ea. | | 1 | | 500 | |
| 041 | Hot Shot Floor Stripper, 5 gal (MP-66) | ea. | | 1 | | 800 | |
| 042 | 24 OZ Cotton Cut End Narrow, (CM-3016) | ea. | | 1 | | 1200 | |
| 043 | 24x24 1 Mil, Trash Liner, Clear (S2424HD) | ea. | | 1 | | 2000 | |
| 044 | 8" Mechanical Hand Free Paper Towel Dispenser, (NP-PC-0563) | ea. | | 1 | | 500 | |
| TOTAL | | | \$ - | | \$ - | | \$ - |

B.4.1.3 OPTION YEAR TWO

| CONTRACT LINE ITEM NO. (CLIN) | PRODUCT DESCRIPTION | UNIT | PRICE PER UNIT | ESTIMATED QUANTITY MINIMUM | MINIMUM TOTAL PRICE (unit price x min. quantity) | ESTIMATED QUANTITY MAXIMUM | MAXIMUM TOTAL PRICE (unit price x max. quantity) |
|----------------------------------|--|------------|----------------|----------------------------------|--|----------------------------------|--|
| RECYCLING SUPPLIES | | | | | | | |
| 001 | DuMOR Receptacle 437, Steel Outdoor Trash and Recycling Receptacle | 4 gal/pack | | 1 | | 500 | |
| 002 | Victor Stanley Replacement Liner, Blk, 36 gal, Plastic; for Victor Stanley Litter Can, SD-40 | ea. | | 1 | | 500 | |
| 003 | Kaleidoscope Indoor Three-Stream Recycling station, 24 gal | 4 gal/case | | 1 | | 500 | |
| 004 | Kaleidoscope XL Indoor Three-Stream Recycling Station, 36 gal | 6/case | | 1 | | 500 | |
| 005 | ErgoCan Indoor Three-Stream Recycling Station, 3 x 30 gal | ea. | | 1 | | 500 | |
| 006 | Rubbermaid 7 gallon blue rectangular desk-side recycling bin with universal recycling symbol, open top. Minimum 30% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 007 | Rubbermaid 7 gallon black rectangular desk-side bin, open top. Minimum 20% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 008 | Rubbermaid commercial 23 gallon slim jim style bin; plastic; standard recycling dark blue with Universal Recycling Symbol; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 009 | Rubbermaid commercial slim jim. 23 gallon slim jim style bin; plastic; black; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 010 | Cambro PWB22 22 qt poly pail. Bucket with liquid measurements. 5 gallon white bucket with handle and volume measurements for liquids (metric preferred). | 4/box | | 1 | | 500 | |
| 011 | Rubbermaid 10-gallon round vented brute Open Top Utility Trash Can (yellow), Height 17"; plastic; yellow | 12/carton | | 1 | | 500 | |
| 012 | 20 gal WHITE Barrel; Brute-style utility trash can (white); Height 23"; plastic; white | 12/bundle | | 1 | | 500 | |
| 013 | Rubbermaid Slim Jim Single Stream Recycling Container Lid, Blue | ea. | | 1 | | 500 | |
| 014 | Rubbermaid Brute Trash Container, Gray, 32 gal | ea. | | 1 | | 500 | |
| 015 | Rubbermaid Brute Trash Container, Yellow, 32 gal | 100/pack | | 1 | | 500 | |
| 016 | Rubbermaid Brute Recycling Container, #263273, Blue, 32 gal | ea. | | 1 | | 500 | |
| 017 | Rubbermaid Brute Dolly for 20-55 Gallon Containers, #264000, Black, 5 wheels | ea. | | 1 | | 500 | |
| 018 | Heritage BioTuf, #Y8448YER01 | ea. | | 1 | | 500 | |

| <u>JANITORIAL SUPPLIES</u> | | | | | | | |
|----------------------------|---|------------|------|---|------|------|------|
| 019 | Right Guard Lemon Disinfectant, (MP-14) | 4 gal/case | | 1 | | 1000 | |
| 020 | Dawn II Floor Cleaner, (MP-67-II) | 4 gal/case | | 1 | | 1000 | |
| 021 | Blitz Enzymes, (MP-74) | 4 gal/case | | 1 | | 1000 | |
| 022 | Bleach Cleaner, (NSI95001390) | 6/case | | 1 | | 1500 | |
| 023 | 43x48, 2 Mil Black Trash Liner (S43481.7B) | 100/case | | 1 | | 2000 | |
| 024 | White Pearl Hand Soap (INN-5012-420-A) | 4 gal/case | | 1 | | 1000 | |
| 025 | 600' Roll Towel Natural, (NP-12600N) | 12/case | | 1 | | 2000 | |
| 026 | Single 9" Jumbo Jr Toilet Tissue Dispenser, (PF-R26TS) | ea. | | 1 | | 500 | |
| 027 | Wipe Out Window & Glass Cleaner, (MP-12S) | 12/case | | 1 | | 1000 | |
| 028 | RMC Toilet Seat Cover, 250 count, 1000 | 4/box | | 1 | | 1000 | |
| 029 | Jumbo JR Toilet Tissue, (NP-5202) | 12/carton | | 1 | | 2000 | |
| 030 | Stainless Steel Cleaner, (CPC14011) | 12/case | | 1 | | 500 | |
| 031 | DOC #88 Floor Finish, (SIM-01) | ea. | | 1 | | 800 | |
| 032 | 36" Microfiber Dust Mop Head, (CPI-MDUSTMO36) | ea. | | 1 | | 1500 | |
| 033 | Mint-X Rodent Repellent Trash Bag Black, 43" x 47", 56 gal | 100/pack | | 1 | | 2000 | |
| 034 | 60" Dust Mop Head, (CPI-MDUSTMO60) | ea. | | 1 | | 1500 | |
| 035 | Apache Mills Walk Off Mats, Chevron Rib, Charcoal, 3' x 5' | ea. | | 1 | | 800 | |
| 036 | Rubbermaid "Caution" Wet Floor Sign, 37" Tall | ea. | | 1 | | 1200 | |
| 037 | Suface Mounted Liquid Soap Dispenser, (LG-BOB40) | ea. | | 1 | | 500 | |
| 038 | Bona Prep Hardwood Floor Conditioner, 5 gal | ea. | | 1 | | 500 | |
| 039 | Premier Pads 20" Mesh Screen Floor Sanding Discs, 60 Grit | 10/case | | 1 | | 750 | |
| 040 | Sunnyside Mineral Spirits, Low VOC Odorless, 1 gal | ea. | | 1 | | 500 | |
| 041 | Hot Shot Floor Stripper, 5 gal (MP-66) | ea. | | 1 | | 800 | |
| 042 | 24 OZ Cotton Cut End Narrow, (CM-3016) | ea. | | 1 | | 1200 | |
| 043 | 24x24 1 Mil, Trash Liner, Clear (S2424HD) | ea. | | 1 | | 2000 | |
| 044 | 8" Mechanical Hand Free Paper Towel Dispenser, (NP-PC-0563) | ea. | | 1 | | 500 | |
| TOTAL | | | \$ - | | \$ - | | \$ - |

B.4.1.4 OPTION YEAR THREE

| CONTRACT LINE ITEM NO. (CLIN) | PRODUCT DESCRIPTION | UNIT | PRICE PER UNIT | ESTIMATED QUANTITY MINIMUM | MINIMUM TOTAL PRICE (unit price x min. quantity) | ESTIMATED QUANTITY MAXIMUM | MAXIMUM TOTAL PRICE (unit price x max. quantity) |
|----------------------------------|--|------------|----------------|----------------------------------|--|----------------------------------|--|
| RECYCLING SUPPLIES | | | | | | | |
| 001 | DuMOR Receptacle 437, Steel Outdoor Trash and Recycling Receptacle | 4 gal/pack | | 1 | | 500 | |
| 002 | Victor Stanley Replacement Liner, Blk, 36 gal, Plastic; for Victor Stanley Litter Can, SD-40 | ea. | | 1 | | 500 | |
| 003 | Kaleidoscope Indoor Three-Stream Recycling station, 24 gal | 4 gal/case | | 1 | | 500 | |
| 004 | Kaleidoscope XL Indoor Three-Stream Recycling Station, 36 gal | 6/case | | 1 | | 500 | |
| 005 | ErgoCan Indoor Three-Stream Recycling Station, 3 x 30 gal | ea. | | 1 | | 500 | |
| 006 | Rubbermaid 7 gallon blue rectangular desk-side recycling bin with universal recycling symbol, open top. Minimum 30% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 007 | Rubbermaid 7 gallon black rectangular desk-side bin, open top. Minimum 20% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 008 | Rubbermaid commercial 23 gallon slim jim style bin; plastic; standard recycling dark blue with Universal Recycling Symbol; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 009 | Rubbermaid commercial slim jim. 23 gallon slim jim style bin; plastic; black; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 010 | Cambro PWB22 22 qt poly pail. Bucket with liquid measurements. 5 gallon white bucket with handle and volume measurements for liquids (metric preferred). | 4/box | | 1 | | 500 | |
| 011 | Rubbermaid 10-gallon round vented brute Open Top Utility Trash Can (yellow), Height 17"; plastic; yellow | 12/carton | | 1 | | 500 | |
| 012 | 20 gal WHITE Barrel; Brute-style utility trash can (white); Height 23"; plastic; white | 12/bundle | | 1 | | 500 | |
| 013 | Rubbermaid Slim Jim Single Stream Recycling Container Lid, Blue | ea. | | 1 | | 500 | |
| 014 | Rubbermaid Brute Trash Container, Gray, 32 gal | ea. | | 1 | | 500 | |
| 015 | Rubbermaid Brute Trash Container, Yellow, 32 gal | 100/pack | | 1 | | 500 | |
| 016 | Rubbermaid Brute Recycling Container, #263273, Blue, 32 gal | ea. | | 1 | | 500 | |
| 017 | Rubbermaid Brute Dolly for 20-55 Gallon Containers, #264000, Black, 5 wheels | ea. | | 1 | | 500 | |
| 018 | Heritage BioTuf, #Y8448YER01 | ea. | | 1 | | 500 | |

| <u>JANITORIAL SUPPLIES</u> | | | | | | | |
|----------------------------|---|------------|------|---|------|------|------|
| 019 | Right Guard Lemon Disinfectant, (MP-14) | 4 gal/case | | 1 | | 1000 | |
| 020 | Dawn II Floor Cleaner, (MP-67-II) | 4 gal/case | | 1 | | 1000 | |
| 021 | Blitz Enzymes, (MP-74) | 4 gal/case | | 1 | | 1000 | |
| 022 | Bleach Cleaner, (NSI95001390) | 6/case | | 1 | | 1500 | |
| 023 | 43x48, 2 Mil Black Trash Liner (S43481.7B) | 100/case | | 1 | | 2000 | |
| 024 | White Pearl Hand Soap (INN-5012-420-A) | 4 gal/case | | 1 | | 1000 | |
| 025 | 600' Roll Towel Natural, (NP-12600N) | 12/case | | 1 | | 2000 | |
| 026 | Single 9" Jumbo Jr Toilet Tissue Dispenser, (PF-R26TS) | ea. | | 1 | | 500 | |
| 027 | Wipe Out Window & Glass Cleaner, (MP-12S) | 12/case | | 1 | | 1000 | |
| 028 | RMC Toilet Seat Cover, 250 count, 1000 | 4/box | | 1 | | 1000 | |
| 029 | Jumbo JR Toilet Tissue, (NP-5202) | 12/carton | | 1 | | 2000 | |
| 030 | Stainless Steel Cleaner, (CPC14011) | 12/case | | 1 | | 500 | |
| 031 | DOC #88 Floor Finish, (SIM-01) | ea. | | 1 | | 800 | |
| 032 | 36" Microfiber Dust Mop Head, (CPI-MDUSTMO36) | ea. | | 1 | | 1500 | |
| 033 | Mint-X Rodent Repellent Trash Bag Black, 43" x 47", 56 gal | 100/pack | | 1 | | 2000 | |
| 034 | 60" Dust Mop Head, (CPI-MDUSTMO60) | ea. | | 1 | | 1500 | |
| 035 | Apache Mills Walk Off Mats, Chevron Rib, Charcoal, 3' x 5' | ea. | | 1 | | 800 | |
| 036 | Rubbermaid "Caution" Wet Floor Sign, 37" Tall | ea. | | 1 | | 1200 | |
| 037 | Suface Mounted Liquid Soap Dispenser, (LG-BOB40) | ea. | | 1 | | 500 | |
| 038 | Bona Prep Hardwood Floor Conditioner, 5 gal | ea. | | 1 | | 500 | |
| 039 | Premier Pads 20" Mesh Screen Floor Sanding Discs, 60 Grit | 10/case | | 1 | | 750 | |
| 040 | Sunnyside Mineral Spirits, Low VOC Odorless, 1 gal | ea. | | 1 | | 500 | |
| 041 | Hot Shot Floor Stripper, 5 gal (MP-66) | ea. | | 1 | | 800 | |
| 042 | 24 OZ Cotton Cut End Narrow, (CM-3016) | ea. | | 1 | | 1200 | |
| 043 | 24x24 1 Mil, Trash Liner, Clear (S2424HD) | ea. | | 1 | | 2000 | |
| 044 | 8" Mechanical Hand Free Paper Towel Dispenser, (NP-PC-0563) | ea. | | 1 | | 500 | |
| TOTAL | | | \$ - | | \$ - | | \$ - |

B.4.1.5 OPTION YEAR FOUR

| CONTRACT LINE ITEM NO. (CLIN) | PRODUCT DESCRIPTION | UNIT | PRICE PER UNIT | ESTIMATED QUANTITY MINIMUM | MINIMUM TOTAL PRICE (unit price x min. quantity) | ESTIMATED QUANTITY MAXIMUM | MAXIMUM TOTAL PRICE (unit price x max. quantity) |
|----------------------------------|--|------------|----------------|----------------------------------|--|----------------------------------|--|
| RECYCLING SUPPLIES | | | | | | | |
| 001 | DuMOR Receptacle 437, Steel Outdoor Trash and Recycling Receptacle | 4 gal/pack | | 1 | | 500 | |
| 002 | Victor Stanley Replacement Liner, Blk, 36 gal, Plastic; for Victor Stanley Litter Can, SD-40 | ea. | | 1 | | 500 | |
| 003 | Kaleidoscope Indoor Three-Stream Recycling station, 24 gal | 4 gal/case | | 1 | | 500 | |
| 004 | Kaleidoscope XL Indoor Three-Stream Recycling Station, 36 gal | 6/case | | 1 | | 500 | |
| 005 | ErgoCan Indoor Three-Stream Recycling Station, 3 x 30 gal | ea. | | 1 | | 500 | |
| 006 | Rubbermaid 7 gallon blue rectangular desk-side recycling bin with universal recycling symbol, open top. Minimum 30% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 007 | Rubbermaid 7 gallon black rectangular desk-side bin, open top. Minimum 20% post-consumer recycled resin. | ea. | | 1 | | 500 | |
| 008 | Rubbermaid commercial 23 gallon slim jim style bin; plastic; standard recycling dark blue with Universal Recycling Symbol; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 009 | Rubbermaid commercial slim jim. 23 gallon slim jim style bin; plastic; black; minimum 20% recycled content | ea. | | 1 | | 500 | |
| 010 | Cambro PWB22 22 qt poly pail. Bucket with liquid measurements. 5 gallon white bucket with handle and volume measurements for liquids (metric preferred). | 4/box | | 1 | | 500 | |
| 011 | Rubbermaid 10-gallon round vented brute Open Top Utility Trash Can (yellow), Height 17"; plastic; yellow | 12/carton | | 1 | | 500 | |
| 012 | 20 gal WHITE Barrel; Brute-style utility trash can (white); Height 23"; plastic; white | 12/bundle | | 1 | | 500 | |
| 013 | Rubbermaid Slim Jim Single Stream Recycling Container Lid, Blue | ea. | | 1 | | 500 | |
| 014 | Rubbermaid Brute Trash Container, Gray, 32 gal | ea. | | 1 | | 500 | |
| 015 | Rubbermaid Brute Trash Container, Yellow, 32 gal | 100/pack | | 1 | | 500 | |
| 016 | Rubbermaid Brute Recycling Container, #263273, Blue, 32 gal | ea. | | 1 | | 500 | |
| 017 | Rubbermaid Brute Dolly for 20-55 Gallon Containers, #264000, Black, 5 wheels | ea. | | 1 | | 500 | |
| 018 | Heritage BioTuf, #Y8448YER01 | ea. | | 1 | | 500 | |

| <u>JANITORIAL SUPPLIES</u> | | | | | | | |
|----------------------------|---|------------|------|---|------|------|------|
| 019 | Right Guard Lemon Disinfectant, (MP-14) | 4 gal/case | | 1 | | 1000 | |
| 020 | Dawn II Floor Cleaner, (MP-67-II) | 4 gal/case | | 1 | | 1000 | |
| 021 | Blitz Enzymes, (MP-74) | 4 gal/case | | 1 | | 1000 | |
| 022 | Bleach Cleaner, (NSI95001390) | 6/case | | 1 | | 1500 | |
| 023 | 43x48, 2 Mil Black Trash Liner (S43481.7B) | 100/case | | 1 | | 2000 | |
| 024 | White Pearl Hand Soap (INN-5012-420-A) | 4 gal/case | | 1 | | 1000 | |
| 025 | 600' Roll Towel Natural, (NP-12600N) | 12/case | | 1 | | 2000 | |
| 026 | Single 9" Jumbo Jr Toilet Tissue Dispenser, (PF-R26TS) | ea. | | 1 | | 500 | |
| 027 | Wipe Out Window & Glass Cleaner, (MP-12S) | 12/case | | 1 | | 1000 | |
| 028 | RMC Toilet Seat Cover, 250 count, 1000 | 4/box | | 1 | | 1000 | |
| 029 | Jumbo JR Toilet Tissue, (NP-5202) | 12/carton | | 1 | | 2000 | |
| 030 | Stainless Steel Cleaner, (CPC14011) | 12/case | | 1 | | 500 | |
| 031 | DOC #88 Floor Finish, (SIM-01) | ea. | | 1 | | 800 | |
| 032 | 36" Microfiber Dust Mop Head, (CPI-MDUSTMO36) | ea. | | 1 | | 1500 | |
| 033 | Mint-X Rodent Repellent Trash Bag Black, 43" x 47", 56 gal | 100/pack | | 1 | | 2000 | |
| 034 | 60" Dust Mop Head, (CPI-MDUSTMO60) | ea. | | 1 | | 1500 | |
| 035 | Apache Mills Walk Off Mats, Chevron Rib, Charcoal, 3' x 5' | ea. | | 1 | | 800 | |
| 036 | Rubbermaid "Caution" Wet Floor Sign, 37" Tall | ea. | | 1 | | 1200 | |
| 037 | Surface Mounted Liquid Soap Dispenser, (LG-BOB40) | ea. | | 1 | | 500 | |
| 038 | Bona Prep Hardwood Floor Conditioner, 5 gal | ea. | | 1 | | 500 | |
| 039 | Premier Pads 20" Mesh Screen Floor Sanding Discs, 60 Grit | 10/case | | 1 | | 750 | |
| 040 | Sunnyside Mineral Spirits, Low VOC Odorless, 1 gal | ea. | | 1 | | 500 | |
| 041 | Hot Shot Floor Stripper, 5 gal (MP-66) | ea. | | 1 | | 800 | |
| 042 | 24 OZ Cotton Cut End Narrow, (CM-3016) | ea. | | 1 | | 1200 | |
| 043 | 24x24 1 Mil, Trash Liner, Clear (S2424HD) | ea. | | 1 | | 2000 | |
| 044 | 8" Mechanical Hand Free Paper Towel Dispenser, (NP-PC-0563) | ea. | | 1 | | 500 | |
| TOTAL | | | \$ - | | \$ - | | \$ - |

B.5 A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

B.6 For contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.6.1 A Subcontracting Plan form is available in **Attachment J.12** for completion.

B.7 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This IFB is designated only for certified small business enterprise (SBE) bidders 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. An SBE firm must be certified with DSLBD under the following NIGP Codes: 4856500 – Janitorial Equipment and Supplies; 4857600 – Recycled Janitorial Supplies; 5786400 – Recycling Equipment, Machines and Supplies, in order to be eligible to submit a bid in response to this solicitation. Bidders who are not certified as an SBE firm with DSLBD under the NIGP codes referenced above at the time of the bid due date/time, will be deemed non-responsive.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia (“District”), acting by and through its Department of General Services (the “Department” or “DGS”) seeks one (1) to no more than three (3) contractor(s) (each a “Contractor”) with the capability to provide recycling and janitorial supplies to various District facilities (i.e., District of Columbia Public Schools; 2200 Adam’s Place NE). The awarded Contractor(s) shall provide all management, tools, supplies, equipment, storage, vehicles and labor necessary to perform the required services for a base year and up to four (4) additional one (1) year option periods.

C.2 APPLICABLE DOCUMENTS

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

| Item No. | Document Type | Title | Date |
|----------|---------------|---|--------------------|
| 1 | Legislation | Procurement Practices Reform Act (Section 2-361.01 Green Procurement) http://ocp.dc.gov/publication/procurement-practices-reform-act-2010 | 2010 |
| 2 | Policy | OCP Environmentally Preferable Purchasing Policy 7000.00 http://ocp.dc.gov/page/environmentally-preferable-products-and-services-epps-policy | 2014 |
| 3 | Policy | Mayoral Order 2009-60 http://ocp.dc.gov/page/mayoral-order-2009-60 | 2009 |
| 4 | Standard | UL2784/CCD-104: Sustainability for Hand Cleaners http://ulstandards.ul.com/standard/?id=2784 | October 03, 2011 |
| 5 | Standard | UL2796/CCD 107: Sustainability for Odor Control Products: http://ulstandards.ul.com/standard/?id=2796 | August 06, 2013 |
| 6 | Standard | UL2792/CCD-110: Sustainability for Cleaning and Degreasing Compounds: Biologically-based http://ulstandards.ul.com/standard/?id=2792 | April 16, 2012 |
| 7 | Standard | UL2759/CCD-146: Sustainability for Hard Surface Cleaners: http://ulstandards.ul.com/standard/?id=2759 | September 26, 2011 |
| 8 | Standard | UL2777/CCD-147: Sustainability for Hard Floor Care | November 9, |

| Item No. | Document Type | Title | Date |
|----------|--|---|------------------|
| | | Products: http://ulstandards.ul.com/standard/?id=2777 | 2011 |
| 9 | Standard | UL2795/CCD-148: Sustainability for Carpet and Upholstery Care Products http://ulstandards.ul.com/standard/?id=2795 | April 12, 2012 |
| 10 | Standard | UL2783/CCD-170: Sustainability for Instant Hand Antiseptics http://ulstandards.ul.com/standard/?id=2783 | October 07, 2011 |
| 11 | EPA Comprehensive Procurement Guidelines | EPA Comprehensive Procurement Guidelines for Commercial/Industrial Sanitary Tissue http://www.epa.gov/epawaste/conserves/tools/cpg/products/paperproducts.htm#tissue | 1995 |
| 12 | Standard | GS-34: Green Seal Standard for Cleaning and Degreasing Agents (Edition 2.1) http://www.greenseal.org/Portals/0/Documents/Standards/GS-34/GS-34_Ed2-1_Cleaning_and_Degreasing_Agents.pdf | July 12, 2013 |
| 13 | Standard | GS-37: Green Seal Standard for Cleaning Products for Industrial and Institutional Use (Edition 7.1) http://www.greenseal.org/Portals/0/Documents/Standards/GS-37/GS-37_Ed7-1_Cleaning_Products_for_Industrial_and_Institutional_Use.pdf | July 12, 2013 |
| 14 | Standard | GS-40: Green Seal Standard for Floor-Care Products for Industrial and Institutional Use (Edition 2.2) http://www.greenseal.org/Portals/0/Documents/Standards/GS-40/GS-40_Ed2-2_Floor-Care_Products_for_Industrial_and_Institutional_Use.pdf | March 28, 2014 |
| 15 | Standard | GS-41: Green Seal Standard for Hand Cleaners for Industrial and Institutional Use (Edition 2.1) http://www.greenseal.org/Portals/0/Documents/Standards/GS-41/GS-41_Ed2-1_Hand_Cleaners_for_Industrial_and_Institutional_Use.pdf | July 12, 2013 |
| 16 | Standard | GS-53: Green Seal Standard for Specialty Cleaning Products for Industrial and Institutional Use (Edition 2.2) http://www.greenseal.org/Portals/0/Documents/Standards/GS-52%20GS-53/GS-53_Ed2-2_Specialty_Cleaning_Products_for_Industrial_and_I | April 30, 2014 |

| Item No. | Document Type | Title | Date |
|----------|---|--|---------------|
| | | nstitutional Use.pdf | |
| 17 | Standard | EPA's Safer Choice Standard (formerly the DfE Standard for Safer Products) http://www2.epa.gov/saferchoice/standard | Most Recent |
| 18 | Standard | Specification for HEPA Filters Used by DOE Contractors http://energy.gov/sites/prod/files/2013/12/f6/dae-std-3020-2005.pdf | December 2005 |
| 19 | DC Office of Contracting & Procurement Policy | Environmental Specification Guidance for Cleaning Supplies http://ocp.dc.gov/page/district-columbia-sustainable-specifications | 2014 |
| 20 | Standard | ASTM D6400 Standard Specification for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities http://www.astm.org/Standards/D6400.htm | Most Recent |
| 21 | Label | Biodegradable Products Institute Certified Compostable http://www.bpiworld.org/products.html | Most Recent |
| 22 | Law | Sustainable Solid Waste Management Amendment Act of 2014 DC Act 20-0423 http://lims.dccouncil.us/_layouts/15/uploader/Download.aspx?legislationid=30953&filename=B20-0641-SignedAct.pdf | 2014 |
| 23 | Regulation | California Air Resources Board (CARB) Regulation for Reducing Emissions from Consumer Products http://www.arb.ca.gov/consprod/regs/2012/article2080913.pdf | July 2013 |
| 24 | Law | Federal Insecticide, Fungicide, and Rodenticide Act http://www2.epa.gov/sites/production/files/documents/fifra.pdf | 2008 |
| 25 | Guidance | Environmental Protection Agency Pesticide Registration Manual: Chapter 4 - Additional Considerations for Antimicrobial Products http://www2.epa.gov/pesticide-registration/pesticide-registration-manual-chapter-4-additional- | Most Recent |

| Item No. | Document Type | Title | Date |
|----------|---------------|---|------|
| | | considerations | |
| 26 | Report | San Francisco Department of Environment. Safer Products and Practices for Disinfecting Surfaces. http://www.sfenvironment.org/sites/default/files/fliers/files/sfe_th_safer_products_and_practices_for_disinfecting.pdf | 2014 |

C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

- C.3.1 Active ingredient** refers to the chemical(s) in disinfectant and sanitizer products that reduce or eliminate pathogens or organisms of concern. Disinfectant and sanitizer product labels include the name of each active ingredient and its concentration in the product as a requirement of the Federal Insecticide and Fungicide Act.
- C.3.2 Antimicrobial mold and mildew cleaner** refers to a type of disinfecting product designed to eliminate specific types of mold or mildew.
- C.3.3 ASTM D6400** is a standard developed by ASTM International (<http://www.astm.org>) for plastics and products made from plastics that are designed to be composted in municipal and industrial composting facilities. The standard requires materials that can be verified to decompose without leaving behind harmful toxics or plastic residues.
- C.3.4 Bathroom cleaners** include products that are designed to clean hard surfaces in restrooms such as floors, sinks, counters, walls, toilets, urinals, and tile. This product category also includes deodorizers typically found in restrooms.
- C.3.5 Biodegradable** refers to a product’s ability to break down into smaller parts through naturally occurring microorganisms (e.g., bacteria) and return to nature within a reasonably short time period and without harming the environment.
- C.3.6 Biodegradable Products Institute (BPI)** is a non-profit association that educates manufacturers, legislators, and consumers about the importance of scientifically-based standards for compostable materials. BPI compostable bags are certified to the ASTM D6400 standard. More information about BPI and ASTM D6400 can be found at: <http://www.bpiworld.org/>.
- C.3.7 Carpet cleaners** include products that are used to perform routine cleaning or spot cleaning of carpets, rugs, and upholstery. This category includes, but is not limited to, products that use shampooing, dry foam, absorption, and wet extraction.

- C.3.8** **Closed dilution-control system** refers to a system that controls the dilution of a concentrated product so that the undiluted product cannot be practically accessed by users. One component of a closed-dilution control system is spill-resistant packaging – packaging that requires coupling to a specially designed device in order to dispense the product.
- C.3.9** **Compost** refers to a stable, organic substance produced by a controlled decomposition process that can be used as a soil additive, fertilizer, growth media, or other beneficial use.
- C.3.10** **Compostable** refers to a product’s ability to biodegrade in a safe and timely manner during composting without any harmful effects on the quality of the compost.
- C.3.11** **Composting** refers to the series of activities, including separation, collection, and processing, through which materials are recovered or otherwise diverted from the solid waste stream for conversion into compost.
- C.3.12** **Composting bin liners** refer to bags used to collect, contain, and transport materials to a composting facility. Meets ASTM 6400 and BPI certifications for compostable plastics. 100% biodegradable and compostable.
- C.3.13** **Comprehensive Procurement Guidelines (CPG)** refers to standards for recovered and postconsumer recycled content adopted by the United States Environmental Protection Agency (EPA). Guidelines for janitorial paper and other products are available on EPA’s website: <http://www.epa.gov/epawaste/consERVE/tools/cpg/>.
- C.3.14** **Concentrate** refers to a product that, as sold, must be diluted by water prior to its intended use.
- C.3.15** **Disinfectant** refers to a substance, or mixture of substances that destroys or irreversibly inactivates bacteria, fungi and viruses, but not necessarily their spores.
- C.3.16** **Design for Environment (DfE)** is the former name of the Safer Choice program managed by EPA that screens products for potential human and environmental hazards and labels products with ingredients that pose the least concern among chemicals in their class. A variety of cleaning products carry the Safer Choice or DfE logo, including: all-purpose cleaners; carpet cleaners; floor cleaners, finishers, and strippers; hand soaps; toilet bowl cleaners; and window/glass cleaners. A list of labeled products is available on EPA’s website: <http://www2.epa.gov/saferchoice/products>.
- C.3.17** **EcoLogo** certifications are managed by UL, a global safety science company. Similar to Green Seal, EcoLogo certifies cleaning and other types of products based on scientific testing and third-party audits. Relevant standards include: UL2784/CCD-104: Hand Cleaners; UL2796/CCD 107: Odor Control Products; UL2792/CCD-110: Cleaning and Degreasing Compounds; UL2759/CCD-146: Hardsurface Cleaners; UL2777/CCD-147:

Hard Floor Care Products; UL2795/CCD-148: Carpet and Upholstery Cleaners; UL2783/CCD-170: Instant Hand Antiseptics; and UL175: Sanitary Paper Products. Compliant products are listed in UL's [Sustainable Product Guide](#).

- C.3.18 Environmentally Preferable Product or Service (EPPS)** refers to a good or service that is less harmful to human health and the environment when compared with competing goods or services that serve the same purpose. The factors to be compared include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. Information on EPPSs recognized by the District and their corresponding EPPS requirements can be found here: <http://ocp.dc.gov/page/district-columbia-sustainable-specifications>.
- C.3.19 Floor cleaners, strippers, sealers, and finishes** include the following product types: (1) Floor cleaners refer to products that are designed to clean flooring surfaces. (2) Floor finishes and sealers include products that are used to polish, protect, and/or fill in pours and crevices in floor surfaces by applying a protective coating. (3) Floor strippers include products that are designed to remove floor finish.
- C.3.20 Furniture polish** refers to fluid that is designed to clean, refine, or protect furniture through polishing.
- C.3.21 General purpose (all purpose) cleaners and degreasers** include products used for routine cleaning of hard surfaces, such as concrete, tile, or stone. This category also includes degreasing agents for cleaning routine soils found in an institutional, office, or school setting.
- C.3.22 Glass, mirror, and window cleaners** include products used to clean windows, glass, and mirrored surfaces.
- C.3.23 Graffiti remover** refers to products used to remove graffiti (including but not limited to paint markings) from stone, brick, concrete, and other non-cloth and non-fabric surfaces.
- C.3.24 Green Seal** is a non-profit standard-setting organization certifying a range of products and services. Green Seal standards and certifications are based on scientific testing and independent audits. Relevant standards include: GS-01: Sanitary Paper Products; GS-34: Cleaning and Degreasing Agents; GS-37: Cleaning Products for Industrial and Institutional Use; GS-40: Floor-Care Products; GS-41: Hand Cleaners; and GS-53: Specialty Cleaning Products. Certified products are listed on the Green Seal website: <https://www.greenseal.org/products-services/>
- C.3.25 Gum remover** refers to products designed to remove chewing gum from carpets, floors, walls, furniture, and upholstery.
- C.3.26 Hand soaps, hand cleaners, and hand sanitizers** include products that are designed for routine hand cleaning in schools, offices, and other public buildings.

- C.3.27 High-efficiency particulate air (HEPA)** refers to an air filter designed according to federal standards to remove 99.97% of airborne particles measuring 0.3 micrometers in diameter. HEPA vacuum cleaners trap dust and other irritants, improving indoor air quality.
- C.3.28 Lime and scale removers** are products designed to remove the alkaline (a chalky mineral deposit) resulting from water use in locations such as showers, tubs, sinks, and toilets.
- C.3.29 Material Safety Data Sheet (MSDS)** refers to a document that contains information on the potential hazards of a chemical product and how to work safely with the product. The MSDS also contains information on the use, storage, and handling of the hazardous material, and how to respond in case of an accident or spill. The MSDS contains much more information about the material than the product label. However, it is important to note that the MSDS may not list every human and environmental impact associated with the product.
- C.3.30 Metal polish** refers to cleaners and polishes that are used to clean, shine, and protect chrome, brass, and other metal surfaces.
- C.3.31 Microfiber** refers to a fiber that is approximately 1/16th the diameter of a human hair and weighs less than one denier. Microfiber mops require less water and chemicals than conventional mops and cloths.
- C.3.32 Non-food contact surface** refers to a surface where food is not prepared, consumed, and does not normally come into contact with food.
- C.3.33 Postconsumer recycled content (PCRC)** indicates the amount of a product that was made from postconsumer waste.
- C.3.34 Postconsumer waste** describes waste from finished products, packages, or materials generated by a business or consumer that have served their intended end uses and that have been recovered from or otherwise diverted from the waste stream for purposes of recycling. See EPA's definition of postconsumer fiber at www.epa.gov/waste/conserve/tools/cpg/products/define.htm.
- C.3.35 Practically accessed** refers to packaging that allows for access/exposure of the product during routine handling of the package, such as while transferring from shipping cartons, after opening a cap or lid, or when connecting to the dispensing system.
- C.3.36 PVC** (polyvinyl chloride or vinyl) PVC is made from vinyl chloride and a variety of additives, often including a class of chemicals called phthalates. Many types of phthalates used to manufacture PVC are included on California's Proposition 65 List for carcinogenicity and reproductive toxicity. Vinyl chloride, the base material used to make

PVC, is classified as a human carcinogen by the U.S. EPA. More information is available at: http://toxtown.nlm.nih.gov/text_version/chemicals.php?id=84

- C.3.37** **Recyclable** refers to a material, product, or package made solely of materials that can be recycled using the District’s recycling collection program.
- C.3.38** **Safer Choice** is the new name of the Design for Environment (DfE) program managed by EPA that screens products for potential human and environmental hazards and labels products with ingredients that pose the least concern among chemicals in their class. A variety of cleaning products carry the Safer Choice or DfE logo, including: all-purpose cleaners; carpet cleaners; floor cleaners, finishers, and strippers; hand soaps; toilet bowl cleaners; and window/glass cleaners. A list of labeled products is available on EPA’s website: <http://www2.epa.gov/saferchoice/products>.
- C.3.39** **Sanitizers** are substances or mixtures of substances that are intended to reduce or eliminate microorganisms from the environment to levels considered safe as determined by public health codes or regulations.
- C.3.40** **Recycling bin liners** refer to clear bags used to collect, contain, and transport recyclable materials to a recycling facility.
- C.3.41** **Trash bin liners** refer to black bags used to collect, contain, and transport waste materials to a landfill, energy recovery facility, or incinerator.
- C.3.42** **Undiluted product** refers to the most concentrated form of the product produced by the manufacturer for transport outside its facility.
- C.3.43** **Volatile organic compounds (VOCs)** are organic chemicals that evaporate at room temperature under normal indoor conditions. VOCs include a variety of chemicals that are emitted by a wide array of products, such as: cleaning supplies, building materials and furnishings, office equipment, paints and lacquers, paint strippers, pesticides, etc. Many types of VOCs have been linked to a variety of adverse health effects, including: eye, nose, and throat irritation; headaches; loss of concentration; nausea; damage to the liver, kidney, and central nervous system; allergic skin reaction; fatigue; dizziness; and cancer.

C.4 BACKGROUND

The District of Columbia is committed to procuring quality goods and services in a timely manner and reasonable cost that support the District meeting its sustainability goals. The District aims to improve worker health, conserve natural resources, and prevent pollution through this activity. Environmental components to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially toxic chemicals which are persistent and bio-accumulative. Environmental requirements related to sustainability and environmentally preferable purchasing goals are embedded throughout this contract.

C.5 REQUIREMENTS

C.5.1 SUPPLIES AND MATERIALS

C.5.1.1 The Contractor shall provide recycling and janitorial supplies on an as-needed basis based upon the requirements contained herein (see **Attachment J.2, Price Schedule**); or equal substitutions, if approved by the Department. It should be noted that the recycling and janitorial supplies listed in Section B.4 are supplies that have been ordered by the Department on a regular basis in previous years. The Department reserves the right to order supplies not included in Section B.4. In these circumstances, the Department will request a quote for unit price from the Contractor prior to ordering.

C.5.1.1.1 Cleaning, disinfecting, and sanitizing products shall include a Material Safety Data Sheet (MSDS) and product label with a list of ingredients and instructions for proper handling.

C.5.1.1.2 The product manufacturer or contractor shall offer training on the proper use of cleaning, disinfecting, and sanitizing disinfecting products upon request.

C.5.1.1.3 Cleaning, disinfecting, and sanitizing products shall be ordered in concentrated form, wherever practical. Concentrated cleaning products shall be packaged and designed to be used in a closed dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.

C.5.1.2 Quantities

The Department makes no guarantees as to the exact quantities to be purchased. All commodities will be purchased on an as-needed basis. The Department may over the term of the contract place orders for more or less; and all supplies and materials furnished under this contract will be delivered in multiple deliveries as determined by the needs of the Department.

C.5.1.3 Brand Name or Equal

The Department has identified commonly known recycling and janitorial supplies in the **Price Schedule (Attachment J.2)**. The specified manufacturers are to establish standards of quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted where specified if the Contractor can establish that they are equal to or better than those specified in quality, performance, design, and suitability for intended use. The Department recognizes that differences in engineering design and methods may exist among manufacturers that do not significantly alter performance. The Department reserves the right to determine when such difference are acceptable substitutes to the contract specifications and may waive technical differences when it is in the best interest of the Department to do so.

C.5.1.3.1 The Contractor shall get approval from the COTR prior to ordering a substitute brand.

C.5.1.4 Return of Goods

The Department may find it necessary to return items purchased under the contract if they become unusable due to a change in requirement. The Contractor shall agree to credit the purchase price to the Department for any returned items obtained through the contract. It is understood and agreed that such returned items will be clean, undamaged, and in a saleable condition. This return agreement shall be in effect for a period of ninety (90) days from the termination date of the contract. The Department will not pay any restocking charges for incorrect, damaged, or defective items returned under the contract.

C.5.1.5 Misshipments/Defective Merchandise

The Contractor shall be responsible for any incorrect or damaged shipments and defective merchandise. The Contractor shall make arrangements with their common carrier or company personnel to pick-up unacceptable items within forty-eight (48) hours of notification. The Contractor shall replace the incorrect, damaged or defective merchandise or issue a credit within ten (10) business days of the return. If the replacement merchandise or credit is not received within ten (10) business days, the Department will deduct the amount of the return from any outstanding invoice at the time of payment. This also applies to deliveries sent to incorrect shipping/delivery addresses.

C.5.1.6 Product Requirements

C.5.1.6.1 Category A Cleaning Products Environmental Requirements

C.5.1.6.1.1 The following cleaning products are classified as Category A and are subject to the requirements of this clause:

- 1) General purpose (all purpose) cleaners and degreasers
- 2) Bathroom cleaners (including but not limited to: hard surface cleaners, toilet bowl cleaners, urinal cleaners, and deodorizers)
- 3) Glass, mirror, and window cleaners
- 4) Carpet, rug, and upholstery cleaners (including products used for routine cleaning and spot cleaning)
- 5) Floor cleaners, strippers, sealers, and finishes
- 6) Hand soaps, hand cleaners, and hand sanitizers

C.5.1.6.1.2 Category A cleaning and disinfecting products shall be certified to at least ONE (1) of the following standards:

- 1) Green Seal
- 2) EcoLogo
- 3) EPA Design for the Environment (DfE) (also referred to as EPA Safer Choice)

C.5.1.6.2 Category B Disinfecting and Sanitizing Product Requirements

C.5.1.6.2.1 Disinfectants, including antimicrobial mold and mildew cleaners, and sanitizers shall be EPA-registered.

C.5.1.6.2.2 Contractors shall prioritize use of disinfectants and non-food contact surface sanitizers that only contain the following active ingredients:

- 1) Hydrogen peroxide or accelerated hydrogen peroxide
- 2) Citric acid
- 3) Lactic acid
- 4) Caprylic acid
- 5) Silver

C.5.1.6.3 Category C Specialty Cleaning Product Environmental Requirements

C.5.1.6.3.1 The following cleaning products are classified as Category C:

- 1) Metal polish (including but not limited to chrome and brass cleaner)
- 2) Furniture polish
- 3) Graffiti remover
- 4) Gum remover
- 5) Lime and scale remover

C.5.1.6.3.2 Category C cleaning products shall either be:

- 1) Green Seal certified
- 2) Ecologo certified
- 3) EPA Design for Environment (DfE) (also referred to as EPA Safer Choice); or
- 4) Not contain volatile organic compounds (VOCs) in concentrations that exceed the levels required by the California Air Resources Board's (CARB) Regulation for Reducing Emissions from Consumer Products for the specific product category according to the most current version of the CARB regulations in effect at the time of purchase.

C.5.1.6.4 Category D Miscellaneous Janitorial Products

C.5.1.6.4.1 Miscellaneous janitorial products utilized by the Contractor to fulfill this contract shall meet the following environmental criteria:

- 1) Microfiber mops, cloths, and sponges shall be purchased instead of cotton.
- 2) Protective gloves shall not contain PVC or vinyl.
- 3) Paper towels shall contain at least 40% postconsumer recycled content (PCRC).
- 4) Toilet paper shall contain at least 20% PCRC.
- 5) Trash bin and recycling bin liners shall contain at least 10% PCRC or have a thickness of less than 0.7 ml.
- 6) Recycling bin liners shall be clear, white, or natural in color.
- 7) Composting bin liners shall be Biodegradable Products Institute (BPI) certified to meet the ASTM D6400 standard for commercial compostability of plastics.

C.5.2 TECHNICAL SPECIFICATIONS

C.5.2.1 Current Price Catalog - Reserved

C.5.2.2 Offerings

All products offered shall be available for purchase under the contract. Discounts off retail price as submitted in solicitation response and any additional discounts subsequently negotiated shall be applied through the term of the Contract.

C.5.2.3 Ordering Methods

The Contractor shall accept telephone, email, online, and in-store orders made by the Department.

C.5.2.3.1 Emergency: The Contractor shall honor verbal requests for items made by the designated Contracting Officer on an emergency basis. Task Orders are not required for such emergency orders; however, all emergency orders must have an approved Purchase Order Number.

C.5.2.3.2 P-Card: Small purchases may also be made by the Department's procurement card (p-card). The Contractor agrees to accept the card for such quantities as may be required by the Department. The Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

C.5.2.4 Delivery

The Contractor shall provide delivery of supplies to the address identified by the COTR or by executed task order.

C.5.2.5 New Supplies and/or Equipment (non-remanufactured)

All parts shall be new from the manufacturer.

C.5.2.6 Returns

Credit shall be issued by the Contractor for return of unused parts.

C.5.2.7 Reporting

C.5.2.7.1 Material Safety Data Sheets (MSDS) and product labels for purchased cleaning, disinfecting, and sanitizing products shall be provided via email in Excel, Word, or in a PDF when purchased products are delivered.

C.5.2.7.2 Environmentally Preferable Products and Services (EPPS) Report shall be provided annually or as requested in Excel spreadsheet and delivered via email. The report shall include the following information:

- a. Contractor name
- b. Contract award date
- c. Contract #
- d. PO #
- e. Product description - manufacturer description of product
- f. Sku
- g. Corresponding environmentally preferable product type based on the product types listed **Attachment J.2** for Recycling and Janitorial Supplies (ex. Toilet paper, Recycling bins)
- h. Number of units sold
- i. Price per unit
- j. Total cost
- k. Compliance with DC environmental criteria – Indicate how each product purchased is compliant with DC environmental requirements (ex. Green Seal certification). If the environmental requirement was not specified in the solicitation, indicate ‘Not Applicable.’

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant Contract shall be governed by Article No. 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions ("SCP") for Supplies and Services Contracts, January 2016 (**Attachment J.3**).
- D.2** Where vendors use packaging in addition to manufacturer packaging, the District encourages vendors to select packaging that minimizes or eliminates the use of disposable containers and/or incorporates recycled content. For example, where appropriate, vendor packaging using reusable crates or reusable pallets is preferred over boxed packaging.
- D.2.1** For corrugated cardboard packaging (also known as containerboard packaging), the District encourages vendors to use versions that contain a minimum of 25% by weight of post-consumer materials, which is the minimum post-consumer content level for packaging specified by the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines.
- D.2.2** Vendors are encouraged to use packaging that does not contain packaging inks, dyes, pigments, adhesives, stabilizers, and additives with levels of lead, cadmium, mercury or hexavalent chromium in packaging inks, dyes, pigments, adhesives, stabilizers, and additives equal to or greater than 100 parts per million, which is consistent with packaging statutes adopted by 19 U.S. states. The following exceptions apply to this heavy metal threshold recommendation for packaging:
- (a) Packaging made from recycled materials.
 - (b) Packaging that is essential to the protection, safe handling, or function of the package's contents (e.g., medical product and devices).
 - (c) Packages and packaging components for which there is no feasible alternative.
 - (d) Reusable packaging for products that are subject to other federal or state health, safety, transportation, or disposal requirements (i.e., hazardous waste).
 - (e) Packaging having a controlled distribution and reuse (i.e., beverage containers subject to mandatory deposit requirements).
 - (f) Packaging or packaging component that is glass or ceramic where the decoration has been vitrified and when tested, and meets specific requirements.
- D.2.3** For a full explanation of exceptions, see Section 5/Exceptions, Toxic in Packaging Clearinghouse Model Legislation, available at:
http://toxicsinpackaging.org/model_legislation.html

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant Contract shall be governed by Article No. 5, Inspection of Supplies, and Article No. 6, Inspection of Services, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016 (**Attachment J.3**).

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 Base Term: The base term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Department may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Department to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period(s) shall be as specified in the **Section B** of the contract.

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Department's requirements and submit each deliverable to the Contracting Officer's Technical Representative (COTR) identified in **Section G.9.2** in accordance with the following:

| CLIN | Deliverable | Quantity | Format/ Method of Delivery | Due Date |
|-----------|--|---------------|----------------------------------|-----------------------------|
| C.5.2.7.1 | Material Safety Data Sheets and Product Labels | 1 per product | Excel, PDF, or Word/ Email | Date products are delivered |
| C.5.2.7.2 | EPPS Report | 1 | Excel/Email | Annually or as requested |

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in **Section G.4**.

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

G.4.1 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.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

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

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

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

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

- G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
- G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
- G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15th day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer(s) is/are:

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

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

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

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

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

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

- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR(s) is/are:

Keia Burns | Supply Technician
 Facilities Maintenance Division | Department of General Services
 2200 Adams Pl. NE | Washington, DC 20018
 Office: 202-576-8049 | Mobile: 202-716-9846 | Email: keia.burns@dc.gov

Susan Riley-Laudadio | Green Building Coordinator
 Sustainability and Energy Division | Department of General Services

Frank D. Reeves Center | 2000 14th Street, NW – 8th Floor | Washington, DC 20009
 Office: (202) 442-9746 | Mobile: (202) 658-8163 | Email: Susan.Riley@dc.gov

- G.9.3** The COTR shall **NOT** have the authority to:
 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the contract;
 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 4. Authorize the expenditure of funds by the Contractor;
 5. Change the period of performance; or
 6. Authorize the use of District property, except as specified under the contract.

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

G.10 ORDERING CLAUSE

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

- G.10.1.1** **Task Order Process:** It is contemplated that one (1) to not more than three (3) Contractors will enter in IDIQ contracts with the Department and that all work under the resulting IDIQ contracts will be issued and authorized by Task Order. In no instance shall a Contractor be entitled to compensation for work that was performed without an executed Task Order or Purchase Order Number, with the exception of an approved emergency order as referenced in section C.5.2.3.1. Absent unusual circumstances, it is contemplated that task orders may be awarded through a rotating process run by the Department.
- G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS – RESERVED

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - 1) Pay;
 - 2) Accumulated seniority and retirement;
 - 3) Benefits; and
 - 4) Other applicable service credits;
- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known

limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

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

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

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

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

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

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor

costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

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

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 14 of the District of Columbia's Department of General Services Standard Contract Provisions (SCP) for Supplies and Services Contracts, January 2016, Disputes.**

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

H.6 **RESERVED**

H.7 **RESERVED**

H.8 **RESERVED**

H.9 **SUBCONTRACTING REQUIREMENTS**

H.9.1 **Mandatory Subcontracting Requirements**

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

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of 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 bid 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 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 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 bid 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.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES - Reserved

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 At all times and during performance under this contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

H.12.2 **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 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

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

I.4 TIME

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

I.5 RIGHTS IN DATA

A. Definitions

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

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be

identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

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

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

B. Title to Project Deliverables

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.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.

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

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 \$25,000 per occurrence.
5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 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

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 bidder who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB 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:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

I.11 DISPUTES

All disputes arising under or relating to the contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 ("SCP"), Article 14: Disputes (**Attachment J.3**).

I.12

CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section I.15 – Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13

NON-DISCRIMINATION CLAUSE

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

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs

19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) 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.14**COST AND 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.

SECTION J: ATTACHMENTS

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

| Attachment Number | Document |
|-------------------|---|
| J.1 | Award/Signature Page |
| J.2 | Price Schedule (Bid Form) |
| J.3 | Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016) |
| J.4 | RESERVED |
| J.5 | Equal Employment Opportunity (EEO) Policy Statement Agreement |
| J.6 | First Source Employment Agreement (Non-Construction) – Feb 15-2018 |
| J.7 | First Source Employment Plan |
| J.8 | Way to Work Amendment Act of 2006 – Living Wage Notice |
| J.9 | Way to Work Amendment Act of 2006 – Living Wage Fact Sheet |
| J.10 | Tax Certification Affidavit |
| J.11 | Bidder-Offeror Certification Form – April 2018 |
| J.12 | SBE Subcontracting Plan |
| J.13 | Contractor EPPS Report Form Sample |

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K. 1 BIDDER/OFFEROR CERTIFICATION FORM

Available on **Attachment J.11** of this solicitation.

K.2 WALSH-HEALEY ACT

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

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends to award one (1) to not more than three (3) contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s), and is most advantageous to the Department considering only price and the price-related evaluation factors identified in the IFB.

L.2 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **10:00 a.m. EST on Thursday, February 14, 2019.**

L.3 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.4 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.4.1 Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

L.4.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.4.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.4.4 Late Modifications

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

L.4.5 Late Bids

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

L.5 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address on the cover page.

L.5.2 In addition to receiving the required attachments and documents via hard copy as referenced above, the bidder will also provide one (1) USB flash drive with all attachments submitted as a .pdf file. The bid form shall be submitted in both .pdf file and excel spreadsheet. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.5.2 The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.5.3 Bidders shall make no changes to the requirements set forth in the solicitation.

L.5.4 The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

L.5.5 The bidder shall complete, sign and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.5.6 The bidder must bid on all Contract Line Item Numbers (CLINs) to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

L.6 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.7 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than *Monday, February 25, 2019* indicated on the Cover Page of this solicitation. The District will not consider any questions received less than *three (3)* days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 BID PROTESTS

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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 the Award/Signature Page (**Attachment J.1**) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.10 SIGNING OF BIDS

L.10.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the CO.

L.10.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

L.11 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.12 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of bidder;

L.12.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.12.3 If the bidder 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.13 BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

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 to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

L.15 GENERAL STANDARDS OF RESPONSIBILITY

L.15.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility 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.16 PRE-BID CONFERENCE

A pre-bid conference will be held at **10:00 a.m. on Thursday, February 21, 2019** at the **Frank D. Reeves Municipal Center | 2nd Floor Community Room, located at 2000 14th Street NW, Washington, DC 20009**. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder 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-Bid Conference are only intended for general discussion and do not represent the District’s final position. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder’s list as having received a copy of the solicitation. Answers will be posted on the DGS website: www.dgs.dc.gov via addendum to the IFB.

L.17 FAMILIARIZATION WITH CONDITIONS

Bidders 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. Bidders 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.18 BRAND NAME OR EQUAL

L.18.1 As used in this clause, the term “brand name” includes identification of products by make and model.

L.18.2 If items called for by this IFB have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the IFB.

L.18.3 Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the IFB.

- L.18.4** If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the IFB, or such product shall be otherwise clearly identified in the bid.
- L.18.5** The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.
- L.18.6** Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the IFB, and (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.
- L.18.7** If the bidder proposes to modify a product so as to make it conform to the requirements of the IFB, it shall (i) include in its bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- L.18.8** Modifications proposed after bid opening to make a product conform to a brand name product referenced in the IFB will not be considered.

SECTION M: EVALUATION FACTORS

M.1 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.1.1 APPLICATION OF PREFERENCES

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors in response to this IFB as follows:

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.2 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is twelve per cent (12%).

There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 PREFERENCES FOR CERTIFIED JOINT VENTURES

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

M.1.4 VERIFICATION OF BIDDER'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE

M.1.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any bidder seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.1.4.3 All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids 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.