

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES
Request for Proposals (“RFP”)

DCAM-19-NC-RFP-0003

COMPREHENSIVE GROUNDS MAINTENANCE SERVICES

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

Issue Date: **Friday, March 8, 2019**

Pre-Proposal Conference **Wednesday, March 20, 2019, 11:30 A.M.**
2000 14th Street, NW,
6th Floor, DPW Large Conference Room at the Reeves Center
Washington, DC 20009

Last Day for Questions: **Friday, March 22, 2019 – CLOSE OF BUSINESS**

Contact: **DOMONIQUE L. BANKS**
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Proposal Due Date: **Friday, April 5, 2019 at 2:00 P.M. EST**

Proposal Delivery Location: Department of General Services
8th Floor Receptionist
ATTN: GEORGE G. LEWIS CPPO C/O DOMONIQUE BANKS
Contracting Officer
Contracts & Procurement Division
Washington, DC 20009
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SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Government by and through its Department of General Services (“DGS”) Division of Contracts and Procurement (the “District” and or “the Department”) is seeking four (4) contractors to provide Comprehensive Grounds Maintenance Services to include the mowing, mulching, pruning, leaf removal, weeding and such other related services described herein to various District owned and operated properties.

B.1.1 Services

The scheduled comprehensive grounds maintenance and related services to be performed by each Contractor shall include: (i) Mowing Services, Mulching Services, Pruning Services, Leaf Removal Services, and (upon DGS’s request) Weed Treatment Services at various District owned and operation facilities, properties both operated and vacant, schools, and parks. The Contractor’s Obligations (collectively such services are, the “Comprehensive Grounds Maintenance Services” or “Services”). Each Contractor shall provide all management, tools, supplies, equipment, storage, vehicles and labor necessary to perform the Services awarded to it hereunder.

B.2 INDEFINITE DELIVER – INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated. In accordance with 27 DCMR Chapter 2416, the District contemplates award of multiple Indefinite Deliver, Indefinite Quantity Term Type Contracts with a Cost Reimbursement Component for Supplemental related services.

B.2.1 Delivery and performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, **Section [G.5]**. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule, up to and including the maximum aggregate quantity of \$5,000,000.00 total services under CLINs for Group A, Group B, Group C, Group D and Group E and no more than an aggregate amount of \$200,000.00 in Cost Reimbursable time and materials. **The Department may order, and the Contractor shall deliver at least the minimum of \$250.00 in time and materials services and the Department may order a maximum up-to \$5,000,000.00 in time and material services during the Base Period and each Option Period.**

B.2.2 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.

B.2.3 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 all order to the same extent as if the order were completed during the contract's effective period.

B.3 PRICE

The Contract shall be priced based on two (2) categories, (i) firm, fixed and fully-loaded service rates per square foot for standard comprehensive grounds maintenance services and (ii) firm, fixed and fully-loaded hourly labor rates for additional related supplemental services compensated on a time and materials basis through a cost reimbursement component. The firm fixed and fully-loaded rates, both service and hourly, shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover all of the cost necessary to provide services including, but not limited to, all labor, supplies, materials, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, home office overhead, profit, insurance coverages and provisions as required in **Section [I.8]** and all else necessary to perform all work described hereunder including all applicable year-over-year service cost increase due to market variable sand US Department of Labor Wage Determination and D.C. Living Wage increase.

B.3.1 Price Schedule

B.4 An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.5 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section [H.9]**.

A Subcontracting Plan form is attached hereto as **Attachment J.7**

B.6 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprise (SBE) offerors under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended.

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

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Contractor shall provide certain Comprehensive Ground Maintenance Services at its Property Sites, comprised sites identified in the attached Properties List *Attachment J.14*, and any Additional Property Sites which DGS may, at some later date, subsequently assign to the Contractor hereunder pursuant to **Section [C.4.2.2]**. Each Contractor shall provide those Basic Services as described in **Sections [C.5.1] – [C.5.4]** and those Reimbursable Services as described in **Section [C.5.11]** to ensure that the Property Sites display a clean, neat and professional appearance to the public at all times.

C.1.1 Reservation of Rights by DGS.

C.1.1.1 At any time (including at any time after an award has been made hereunder), DGS reserves the right to:

C.1.1.2 subsequently assign to any Contractor of its choosing additional properties (later on discussed and referred to as “Additional Property Sites”) pursuant to **Section [C.4.2.2]**, and then demand that that Contractor perform all required Services hereunder to such sites;

C.1.1.3 increase or decrease the number of Sessions (as such term is discussed and defined in **Section [C.4.4]** in which the Contractor must perform required Services to any or all sites during a calendar year;

C.1.1.4 increase or decrease the amount of frequency in which the Contractor must perform any one or more Services to any or all sites;

C.1.1.5 impose Service Terminations pursuant to **Section [C.6.2]**, respectively, which would permanently terminate a Contractor’s rights to perform Services to any or all site(s);

C.1.1.6 implement Service Suspensions (or, after DGS has implemented a Service Suspension, modify such suspension) pursuant to **Section [C.6.1]**, respectively, which would suspend a Contractor’-s rights to perform Services to any or all site(s);

C.1.1.7 exercise any other rights expressly reserved hereunder by DGS (including those set forth in **Sections [C.6.2.4]**.

C.2 APPLICABLE DOCUMENTS - *RESERVED [Intentionally Omitted]*

C.3 DEFINITIONS

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

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

“Additional Property Information” shall have the meaning given to such term in **Section [C.4.2.2]**.

“Additional Property Sites” shall generally have the meaning given to such term in **Section [C.4.2.2]**. When this term is used in the context of any one particular Contractor, it shall specifically mean only those Additional Property Sites subsequently assigned by DGS during the Contract Term to that particular Contractor.

“area” shall have the meaning given to such term in **Section [C.4.3.1]**. Both this term and the term **“Service Areas”** are used interchangeably throughout this Contract. Depending upon the context when such term is so used, the term shall have the same meaning as a **“Service Area”**, **“Session Rate Service Area”**, or **“Hourly Rate Service Area”**, as applicable. When this term is used in the context of any one particular Contractor, it shall specifically mean only those areas situated on Initial Property Sites initially awarded (and, if applicable, Additional Property Sites subsequently assigned by DGS during the Contract Term) to that particular Contractor.

“Assignment Notice” shall have the meaning given to such term in **Section [C.4.2.2.2]**.

“Athletic Fields” means any fields used for athletic play to include football, baseball, softball, lacrosse and rugby.

“Award Notice” shall mean, in the case of any particular Contractor, the notice given by DGS to that particular Contractor stating that such Offeror has been awarded a contract hereunder.

“Basic Services” are services that consist of the recurring contract requirements and the requirements established by the statement of work and related general and administrative functions.

“Calculated Sq./Ft. Service Price” shall have the meaning given to such term in **Section [C.7.5.1.2]**.

“Comprehensive Grounds Maintenance Services” shall have the meaning given to such term in **Section [B.1.1]**. Both this term and the term **“Services”** are used interchangeably throughout this Scope of Work. When this term is used in the context of any one particular Contractor, it should be interpreted to mean only those **“Comprehensive Grounds Maintenance Services”** which are required to be performed by that particular Contractor hereunder.

“Construction Operations” shall have the meaning given to such term in **Section [C.4.3.3]**.

“Contract Term” shall mean, in the case of any particular Contractor, the term of that particular Contractor’s Awarded Contract commencing upon the award date, continuing through those option periods (if any) so exercised by DGS, and lasting until its early termination or expiration thereof.

“Contract Termination” shall have the meaning given to such term in **Section [C.6.2.2]**.

“Contracting Officer (CO)” shall be a business communications liaison between the Department and a Contractor. She or he ensures that their respective goals are mutually beneficial. The CO is an employee of DGS responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractors and Sub Contractors.

“Contractor Initiated Re-measurements” shall have the meaning given to such term in **Section [C.7.2]**.

“Contractor’s Obligations” shall mean all of the obligations imposed on the Contractor by this Contract (excluding those pertaining to the performance of Services set forth in **Sections [C.5.1] through [C.5.5]** including the Reporting Obligations and Service-Related Plan Obligations.

“Correction” shall mean any the elimination by a Contractor of a Deficiency.

“COTR” means the Contracting Officer’s Technical Representative (and, in her/his absence, her/his authorized designee). Such person is responsible for technical direction and administration of the TOs issued against the IDIQ contracts.

“Department” The Department of General Services and all agency divisions under such.

“Defects” shall have the meaning given to such term in the introductory part of **Section [C.5]**.

“Deficiency” shall have the meaning given to such term in **Section [C.5.9.1.1]**.

“DGS” The Department of General Services and all agency divisions under such.

“DGS Initiated Re-measurements” shall have the meaning given to such term in **Section [C.7.2]**.

“District” The District of Columbia Government and all Agencies under such.

“DSLBD” shall have the meaning given to such term on the cover page of this Contract.

“Estimated Adjusted Sq./Ft. Number” shall have the meaning given to such term in **Sections [C.7.4.2.1] and [C.7.4.3.2]**.

“Estimated Sq./Ft. Number” shall have the meaning given to such term in **Section [C.7.3.2]**.

“Final Adjusted Sq./Ft. Number” shall have the meaning given to such term in **Section [C.7.3.2]**.

“Final Sq./Ft. Number” shall have the meaning given to such term in **Section [C.7.3.2]**.

“Fully Perform”, “Full Performed” or “Full Performance” shall have the meaning given to such term in **Section [C.4.5.2]**. Each of these terms are used interchangeably with each other throughout this Contract.

“Full Service Suspension” shall have the meaning given to such term in **Section [C.6.1.2]**.

“Full Service Termination” shall have the meaning given to such term in **Section [C.6.2.2]**.

“Hourly Rate Service Areas” shall have the meaning given to such term in **Section [C.4.3.2.2]**.

“Industry Standards” means the highest level of industry-developed best standards, practices or procedures (including any standards, practices or procedures established by the applicable trade associations or under Applicable Laws) pertaining generally to the grounds maintenance and landscaping industries and more specifically, in the case of any particular Service with respect to municipal properties located in the Greater Washington, D.C. area.

“Initial Area Re-measurements” shall have the meaning given to such term in **Section [C.7.2]**.

“Key Personnel” shall be the individuals described in **Section [C.5.8.2]**.

“Landscaping Plan” shall have the meaning given to such term in **Section [C.4.6.1.2]**.

“Leaf Removal Services” shall have the meaning given to such term in **Section [C.5.4.1]**.

“Minimum Sq./Ft. Number” shall have the meaning given to such term in **Section [C.7.3.2]**.

“Modification Related Re-measurements” shall have the meaning given to such term in **Section [C.7.2]**.

“Mowing Services” shall have the meaning given to such term in **Section [C.5.1]**.

“Mulching Service Areas” shall have the meaning given to such term in **Section [C.4.3.4]**.

“Mulching Services” shall have the meaning given to such term in **Section [C.5.2]**.

“Nonperformance Determination” shall have the meaning given to such term in **Section [C.6.2.4]**.

“Nonperforming Contractor” shall have the meaning given to such term in **Section [C.6.2.4]**.

“Non-Previously Bid Additional Property Site” shall have the meaning given to such term in **Section [C.4.2.2.1]**.

“Non-Service Area” shall have the meaning given to such term in **Section [C.4.3.3]**.

“Normal Working Hours” shall have the meaning given to such term in **Section [C.5.6.2]**.

“Option Exercise Notice” shall mean, in the case of any particular Contractor, any notice given to that particular Contractor by DGS stating that DGS is exercising its option to extend the Awarded Contract for an option year or, as the case may be, an additional option year.

“Partial Service Suspension” shall have the meaning given to such term in **Section [C.6.1.2]**.

“Partial Service Terminations” shall have the meaning given to such term in **Section [C.6.2.2]**.

“Performance Standards” shall have the meaning given to such term in **Section [C.4.5.1]**.

“Previously Bid Additional Property Site” shall have the meaning given to such term in **Section [C.4.2.2.1]**.

“Properties List” shall refer to that document attached hereto as **Attachment J.14**, as may be amended by DGS prior to any award made hereunder.

“Property Group” When this term is used in the context of any one particular Contractor, it shall specifically mean only the Property Group (or, if applicable, the Property Groups) awarded or subsequently assigned by DGS during the Contract Term to that particular Contractor.

“Property Inspection Reporting” shall have the meaning given to such term in the introductory part of **Section [C.5 (1)]**.

“Property Sites” Both this term and the term **“sites”** are used interchangeably throughout this Contract. When this term is used in the context of any one particular Contractor, it shall specifically mean only those Initial Property Sites initially awarded (and, if applicable, all Additional Property Sites subsequently assigned by DGS during the Contract Term) to that particular Contractor.

“Pruning Service Areas” shall have the meaning given to such term in **Section [C.4.3.4]**.

“Pruning Services” shall have the meaning given to such term in **Section [C.5.3.1]**.

“Quality Control Plan” shall have the meaning given to such term in **Section [C.4.6.1.3]**.

“Reassigned Property Sites” shall have the meaning given to such term in **Section [C.6.2.4]**.

“Reimbursable Services” are services performed by the Contractor at the direction of the CO or COTR (if authorized by the CO) that is over and above the required Basic Services. Two categories of this type of service are Reimbursable Repairs and Reimbursable Additional Services.

“Reimbursable Repair” is an act of restoring inoperable, dysfunctional or deteriorated to a fully functional, non-deteriorated state. Such a repair usually involves some combination of labor and replacement parts, components or materials.

“Removable Items” shall have the meaning given to such term in the introductory part of **Section [C.5]**.

“Reports” shall have the meaning given to such term in **Section [C.5.6.5.1]**.

“Reporting Obligations” shall have the meaning given to such term in **Section [C.5.6.5.1]**.

“Salesforce” is a cloud-based CRM (Customer Relationship Management) software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements (SLA’s) and oversee city-wide facilities work order request, and monitor contractor’s costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.

“Service Area Modifications” shall have the meaning given to such term in **Section [C.7.2]**.

“Service Area Re-measurements” shall have the meaning given to such term in **Section [C.7.2]**.

“**Service Areas**” shall have the meaning given to such term in **Section [C.4.3.1]**. Both this term and the term “areas” are used interchangeably throughout this Contract. When this term is used in the context of any one particular Contractor, it should be interpreted to mean only those “**Service Areas**” situated on Initial Property Sites initially awarded (and, if applicable, Additional Property Sites subsequently assigned by DGS during the Contract Term) to that particular Contractor.

“**Service Period**” shall have the meaning given to such term in **Section [C.4.4.3]**.

“**Service-Related Plan Obligations**” shall refer to all of the obligations imposed on the Contractor by this Contract and, in particular, **Section [C.4.6]** including its obligation to: (i) timely submit to DGS for approval all drafts of documents constituting Service-Related Plans (and any subsequent updates, revisions or modifications, as required herein, to the Service-Related Plans); (ii) timely incorporate all of DGS’s requested changes to its submitted drafts and resubmit to DGS revised drafts; and (iii) strict comply with the terms of each Service-Related Plan.

“**Service-Related Plans**” shall have the meaning given to such term in **Section [C.4.6.1]**.

“**Service Schedule**” shall have the meaning given to such term in **Section [C.4.6.1.1.1]**. When this term is used in the context of any one particular Contractor, it should be interpreted to mean only the “**Service Schedule**” pertaining to that particular Contractor hereunder.

“**Service Suspensions**” shall have the meaning given to such term in **Section [C.6.1.1]**.

“**Service Suspension Modifications**” shall have the meaning given to such term in **Section [C.6.1.5]**.

“**Service Terminations**” shall have the meaning given to such term in **Section [C.6.2.1]**.

“**Service Visits**” shall have the meaning given to such term in **Section [C.4.4.1]**. When this term is used in the context of any one particular Contractor, it should be interpreted to mean only those “**Service Visits**” which are required hereunder to be made by that particular Contractor hereunder.

“**Services**” shall have the meaning given to such term in **Section [C.5]**. Both this term and the term “**Comprehensive Grounds Maintenance Services**” are used interchangeably throughout this Scope of Work. When this term is used in the context of any one particular Contractor, it should be interpreted to mean only those “**Services**” which are required to be performed by that particular Contractor hereunder.

“**Session**” shall have the meaning given to such term in **Section [C.4.4.1]**.

“**Sessions Chart**” shall have the meaning given to such term in **Section [C.4.4.2]**.

“**Session Rate Services**” shall have the meaning given to such term in **Section [B.3.1]**.

“**Session Rate Service Areas**” shall have the meaning given to such term in **Section [C.4.3.2.1]**.

“**Sites**” Both this term and the term “Property Sites” are used interchangeably throughout this Scope of Work. Depending upon the context when such term is so used, the term shall have the same meaning as a “Property Sites”, “Reassigned Property Sites”, or “Additional Property Sites”, as applicable.

“**Square Footage Number**” shall have the meaning given to such term in **Section [C.7.3.2]**.

“**Submission Period**” shall have the meaning given to such term in **Sections [C.7.4.1.1], [C.7.4.2.1] and [C.7.4.3.2], as applicable.**

“**Submitted Sq. Ft. Service Price**” shall generally mean, in the case of any individual Session Rate Service to be provided by a particular Contractor, the price per square foot of such Service quoted by that particular Contractor in its Proposal (or, as the case may be, the lower negotiated firm-fixed, fully loaded rates, set forth in its Awarded Contract) for (as applicable) the base year or any option years, if exercised by DGS, during the Contract Term.

“**Suspension Modification Notification**” shall have the meaning given to such term in **Section [C.6.1.5.1]**.

“**Suspension Notifications**” shall have the meaning given to such term in **Section [C.6.1.3]**.

“**Suspension Period**” shall have the meaning given to such term in **Section [C.6.1.3]**.

“**Termination Notification**” shall have the meaning given to such term in **Section [C.6.2.3]**.

“**Weed Treatment Services**” shall have the meaning given to such term in **Section [C.5.5.1]**.

C.3.2 Acronyms.

Solely to the extent used herein, the following is a list of acronyms used for the purpose of this solicitation:

COTR Contracting Officer’s Technical Representative

CO Contracting Officer

DCMR District of Columbia Municipal Regulations

DGS	Department of General Services
DPR	Department of Parks and Recreation
DCPS	District of Columbia Public Schools
DCRA	Department of Consumer and Regulatory Affairs
EPA	Environmental Protection Agency
NIOSH	National Institute for Occupational Safety and Health
OSHA	Occupational Safety and Health Administration
QA	Quality Assurance
QAP	Quality Assurance Protocol
QC	Quality Control
QCP	Quality Control Program
SCP	Strike Contingency Plan

C.3.3 Interpretation.

For purposes of this Contract, the following words or phrases shall be interpreted as follows:

- (i) the term “Contractor” when use singularly herein shall be interpreted to apply to each Contractor separately and independently, and not to the group of Contractors collectively. Likewise, when the terms “Property Site”, “site”, “Service Area”, “area”, “Services” and all other descriptive terms used herein that could be interpreted broadly to apply to all Contractors, when used in the context of an individual “Contractor” shall be interpreted to apply only to each individual Contractor, and not to the group of Contractors collectively.
- (ii) (x) the words “right(s)”, “elect”, “election”, “determine(s)”, “determination(s)”, “satisfaction”, “satisfactory” or any substantial equivalents thereof, and (y) any phrases herein describing any permissive actions, elections or determinations, in the case of both clauses (x) and (y) when used herein solely with respect to DGS or, if applicable, the COTR, shall be deemed to be followed by the phrase "in the sole and absolute discretion of DGS" or, as applicable, "in the sole and absolute discretion of the COTR";
- (iii) the words "include", "includes", "including", “inclusive” and any substantial equivalents thereof shall be deemed to be followed by the words "without limitation";

- (iv) the word "or" is not exclusive; and the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Contract as a whole

C.4 BACKGROUND

C.4.1 Mission

The Department is the lead agency responsible for the management and maintenance of District government real property assets. DGS is committed to improving the quality and appearance of its real property assets including the Property Sites. Accordingly, the Contractor shall perform Comprehensive Grounds Maintenance Services at each of the Property Sites in accordance with the manner, time and other requirements outlined herein. It is the Departments intent to ensure that all Property Sites display a clean, beautiful and professional appearance to the public, and promote the growth of healthy grass, trees, shrubs, and plants in and around the District.

Due to the seasonal requirements for Comprehensive Grounds Maintenance Services, Full Performance, as defined in **Section [C.4.5.2]** is of the utmost importance. The Services shall be performed by the Contractor throughout the calendar year in accordance with a Service Schedule, prepared by the Contractor and approved by the COTR in accordance with **Section [C.4.6]**.

C.4.2 Property Sites

As noted above, the Contractors shall perform the Services at each of the Property Sites (inclusive of the Initial Property Sites and any Additional Property Sites).

C.4.2.1 Initial Property Sites

Each Contractor shall perform the Services at each of the Initial Property Sites identified in *Attachment J.14*.

C.4.2.2 Additional Property Sites.

C.4.2.2.1 DGS's Right to Assign Additional Property Sites.

In addition to the Initial Property Sites, DGS may, at any time, subsequently assign to a Contractor additional property sites, and then demand that that Contractor perform Services to such sites in strict compliance with the terms of this Contract. Collectively, any such subsequently assigned properties are, the "**Additional Property Sites**". Additional Property Sites shall include the following types of properties:

- a. any properties which were not listed on the Properties List;
- b. any new properties for which DGS assumes responsibility or otherwise acquires;
or

- c. any Reassigned Property Sites as described in **Section [C.6.2.4]** previously awarded to one Contractor which DGS later elects to have reassigned to another Contractor.

It is important to note that the Additional Property Sites (and, in particular, the Reassigned Property Sites) could be sites that a particular Contractor originally included in its Proposal but were ultimately not awarded to it by DGS. Any such sites that were previously bid upon by a Contractor but not awarded to it by DGS are referred to herein as the “**Previously Bid Additional Property Sites**”, and all such other sites are referred to herein as the “**Non-Previously Bid Additional Property Sites**”.

C.4.2.2.2 Assignment Process.

In the event that DGS desires to assign an Additional Property Site to a Contractor, the COTR shall provide written notice of such to that Contractor (an “**Assignment Notice**”). Such Assignment Notice shall include: (i) the date on which DGS demands that the Contractor commence Services to such site (such date will be at least three (3) days after the date of the Assignment Notice); (ii) the term during which the Contractor shall be required to perform Services to such site(s) (such term shall not exceed the remainder of the Contract Term); **and (iii) other** relevant information about the Additional Property Site, including estimated square footage of the Session Rate Service Areas, so that the Contractor can prepare and deliver to the COTR a quote (“**Quote**”) containing the Fixed Session Rates it proposes to charge DGS for performing the required Session Rate Services at the site (such information provided by DGS to the Contractor is, the “**Additional Property Information**”). Notwithstanding any of the foregoing, the Contractor shall not be required to prepare or deliver a Quote hereunder for any Previously Bid Additional Property Site in which the Contractor included in its Proposal, Fixed Session Rates that it would charge DGS for Session Rate Services performed by it at such site during the then existing calendar year (and any then remaining option years).

C.4.2.2.3 Contractor’s Compensation.

Upon the COTR’s issuance of an Assignment Notice, the Contractor shall commence Services at the Additional Property Site(s) in strict compliance with such notice and the terms of this Contract. The Contractor’s compensation for its Full Performance of Services at such site(s) shall be as follows:

- a. with respect to any Previously Bid Additional Property Site, the Contractor shall be compensated based upon those Fixed Hourly Rates and Fixed Session Rates that it previously submitted in its Proposal for Services performed by it at that site during the then existing calendar year (and any then remaining option years); and
- b. with respect to a Non-Previously Bid Additional Property Site, the Contractor shall be compensated based upon those Fixed Hourly Rates applicable to the Services performed by it at Additional Property Site(s) then in effect under the Contractor’s Awarded Contract. Notwithstanding the foregoing, with respect to the Session Rate Services performed at an Additional Property Site (including the

Mowing Services and Leaf Removal Services), the Contractor's compensation shall immediately be changed from the aforementioned Fixed Hourly Rates to any Fixed Session Rates subsequently approved by DGS.

C.4.2.2.4 Submission of Quote.

In the case of Non-Previously Bid Additional Property Site(s), within ten (10) days following the COTR's issuance of an Assignment Notice, the Contractor shall be required to develop and submit to the COTR for approval a written Quote (in a form satisfactory to DGS) containing (x) the Fixed Session Rates that it proposes to charge DGS for Session Rate Services performed by it at the site during the remainder of the calendar year and any then remaining option years, and (y) any other information then requested by the COTR. Prior to submitting such Quote, the Contractor is strongly encouraged to conduct a site visit and perform the same level of due diligence on the Additional Property Site(s).

By submitting any Quote(s) to DGS hereunder, such Contractor expressly acknowledges performing at least the same level of due diligence on any Additional Property Site(s) as the Initial Property Sites pursuant to **Section [B.7]** when submitting its Proposal to DGS.

In submitting its Quote, the Contractor must not propose any pricing or terms which are less favorable than the pricing or terms it submitted in its Proposal for the same Services at comparable sites.

Upon receiving a Quote, DGS may reject such Quote and:

- a.** assign such Additional Property Site to any third-party contractor (including any other Contractor awarded hereunder); or
- b.** demand that the Contractor perform (or, if applicable, continue to perform) all required Services at such Additional Property Site based upon those Fixed Hourly Rates applicable to the Services performed by it at Additional Property Site(s) then in effect under the Contractor's Awarded Contract, until such time that either:
 - 1.** a modification to the Quote has been approved by DGS regarding the Contractor's proposed Fixed Session Rates for Session Rate Services it performs at the site; or
 - 2.** DGS assigns such site to a third-party contractor.

Upon written approval by the COTR of the Quote, the Contractor shall be compensated for the Full Performance of any Services performed by it at an Additional Property Site based upon (i) those Fixed Hourly Rates applicable to Hourly Rate Services performed by it at Additional Property Sites then in effect under the Contractor's Awarded Contract, and (ii) those Fixed Session Rates applicable to Session Rate Services performed by it at such site pursuant to the respective authorized Quote(s).

C. 4.2.2.5 Service Schedule Update.

Within ten (10) days after (i) the COTR's issuance of an Assignment Notice hereunder in the case of any Previously Bid Additional Property Site(s), or (ii) the date that the COTR approves a Quote hereunder in the case of any Non-Previously Bid Additional Property Site(s), the Contractor shall be required to develop, and submit to the COTR for approval, its proposed modifications to its current Service Schedule (as discussed in **Section [C.4.6.1.1.2]** that fully incorporate any such Additional Property Site(s).

C.4.3 Services Areas & Landscaping Plan

C.4.3.1 Service Areas.

As discussed more fully in **Section [C.5]**, the Contractor shall be required to perform the following Services at the Property Sites: Mowing Services **Section [C.5.1]**; Mulching Services **Section [C.5.2]**; Pruning Services **Section [C.5.3]**; Leaf Removal Services **Section [C.5.4]**; and, upon DGS's request, the Weed Treatment Services **Section [C.5.5]**. Contractor(s) shall perform each individual Service to specifically designated areas on each Property Site pursuant to a landscaping plan ("Landscaping Plan") to be prepared by each Contractor and approved by the COTR in accordance with **Section [C.4.6.1.2]** below. [Collectively, such specifically designated areas are the "Service Areas" or "Areas" and individually each such Area is a "Service Area" or an "Area".]

At any site, there will be multiple Service Areas, with each Service Area being unique to a particular Service that must be performed.

C.4.3.2 Categories of Service Areas.

The Service Areas are classified into one of the following two categories: Session Rate Service Areas; or Hourly Rate Service Areas.

C.4.3.2.1 Session Rate Service Areas.

"**Session Rate Service Areas**" are those Areas situated on a site where a Contractor is required to perform any Session Rate Services. It is important to note that (i) in the case of the Initial Property Sites only, the Properties List contains DGS's estimated square footage of Session Rate Service Areas, and (ii) in the case of any Additional Property Sites only, DGS shall provide the Contractor with Additional Property Information (as discussed in **Section [C.4.2.2]** containing DGS's estimated square footage of Session Rate Service Areas.

C.4.3.2.2 Hourly Rate Service Areas.

"**Hourly Rate Service Areas**" are those Areas situated on a site where the Contractor is required to perform any Hourly Rate Services.

C.4.3.3 Non-Service Areas.

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Without limiting any of the foregoing, the following Areas (whether existing now or at any time during the Contract Term) shall be areas where the Contractor shall be prohibited from performing any Services without the express authorization of the COTR (collectively, such areas are referred to herein as, the “**Non-Service Areas**”):

- a. an area, identified by the COTR, as having construction operations underway (such construction operations are “**Construction Operations**”);
- b. any bio-retention areas;
- c. any Athletic Fields;
- d. any community gardens (including those located at DC public schools and parks and recreation centers); and
- e. any other specific areas (or types of restricted areas) designated, from time to time, by the COTR (including those areas identified or generally described in a Landscaping Plan, to be prepared by a Contractor and approved by the COTR in accordance with **Section [4.6.1.2]**).

C.4.3.4 Landscaping Plan.

Within thirty (30) days following its receipt of an Award Notice, the Contractor shall develop (in accordance with the COTR’s provided guidance and instruction) and submit to the COTR for approval, a Landscaping Plan detailing:

1. the location of all Service Areas on each of its Property Sites in which the Contractor shall perform the Mulching Services, Pruning Services and Weed Treatment Services (such areas are respectively, the “**Mulching Service Areas**”, “**Pruning Service Areas**” and “**Weed Treatment Service Areas**”, respectively) and, at the COTR’s request, any other Services;
2. the Contractor’s estimate of the number of hours needed to perform each Hourly Rate Service on all of its Property Sites;
3. any unique service-level requirements, or specifications with respect to supplies and materials to be used by the Contractor (including, in the case of Mulching Services, the type of commercial grade mulch to be used by the Contractor);
4. any areas on a Property Site where the Contractor shall be prohibited from performing Services (including, without limitations, any Non-Service Areas contemplated by **Section [C.4.3.3]**; and
5. any other information, guidelines and procedures (beyond those stated herein) pertaining to such Services as requested by the COTR.

Each Contractor shall strictly comply with the requirements set forth in **Section [C.4.6.2.1]** below for purposes of obtaining DGS’ approval of any Landscaping Plan (and the requirements set forth in **Section [C.4.6.2.2]** below for purposes of obtaining DGS’ approval of any subsequent modifications to, or replacements of, any such Landscaping Plan.

C.4.4 Timing of Services; Sessions; Service Schedule

C.4.4.1 Sessions/Service Visits.

During each Session throughout the Contract Term, a Contractor shall be required to visit each of its Property Sites (each such visit is, a “**Service Visit**”) to perform the applicable Services. For purpose of this Contract, the term “**Sessions**” shall mean the twenty-seven (27) time intervals during a given calendar year in which the Contractor is expected to perform the required Services at each Property Site (as such time intervals are set forth in a Service Schedule to be developed by the Contractor and approved by the COTR in accordance with **Section [4.6.1]** below.

C.4.4.2 Sessions Chart.

Below is an important chart (the “**Sessions Chart**”) that sets forth: (i) DGS’s current allocation, by calendar month, of the twenty-seven (27) Sessions during which the Contractors must perform Services; and (ii) for illustrative purposes only, the type of Services required of such Contractors during each such Session.

SESSIONS CHART

Month	Number of Sessions (27)	Services
January	0	Leaf Removal Services
February	0	
March	3	Mowing Services & Pruning Services
April	4	Mowing Services, Mulching Services & Pruning Services
May	4	Mowing Services, Mulching Service & Pruning Services
June	3	Mowing Services & Pruning Services
July	3	Mowing Services, Mulching Service & Pruning Service
August	3	Mowing Services, Mulching Service & Pruning Service
September	2	Mowing Services & Pruning Services.
October	2	Mowing Services, Pruning Service & Leaf Removal Services.
November	2	Mowing Services & Leaf Removal Services.
December	1	Mowing Services & Leaf Removal Service

As noted above, the Sessions Chart is purely for illustrative purposes only and represents DGS’ current expectations as of the date of this Contract. At any time (including at any time after it has made an award hereunder), DGS may, in its sole discretion, reallocate the precise timing of any Session during a calendar year. It is also important to note that the Sessions Charts may not accurately represent the precise month when a required Service must be completed due to, among other things:

- (i) Mulching Services, Pruning Services and Leaf Removal Services have unique timing requirements whereby such Services may be performed during any of the months noted on the charts, but not necessarily all of those months. As such, the Contractor is strongly encouraged to carefully review the timing requirements of each Service in **Sections [C.5.2] through [C.5.4]**; and
- (ii) the likelihood that certain Sessions may commence during one month and end the following month. Under such circumstance, as long as such Service is Fully Performed by a Contractor, it shall have the flexibility of performing that Service at any time during a Session.

C.4.4.3 Service Schedule

As illustrated in the Sessions Chart above (and throughout this Contract), the types of Services required of a Contractor during each Session will vary throughout the year. As such, within thirty (30) days following its receipt of an Award Notice, each Contractor shall develop and submit to the COTR for approval, its proposed schedule, on a “Session by Session” basis, for performing all required Services to its Property Sites during the remainder of the current calendar year (or such other period of time then requested by the COTR). Such schedule of services shall, among other things, contain:

- (i) the beginning date and ending date of each Session consistent with the direction provided by the COTR (each such period of time with respect to a Session is, a “**Service Period**”);
- (ii) the dates during which the Contractor intends to perform all required Services at its Property Sites; and
- (iii) any other information requested by the COTR.

In preparing such service schedule, each Contractor is strongly encouraged to allot sufficient time to ensure Full Performance of all required Services at its Property Sites, after carefully taking into account the possible occurrence of any factors/circumstances which a prudent and well-experienced grounds maintenance contractor might anticipate impeding, impacting or otherwise delaying the Contractor’s ability to perform Services (including inclement weather, damaged equipment, site access, reasonable time associated with coordinating with the COTR on any required matters, work force-related problems, etc.).

Each Contractor shall strictly comply with the requirements set forth in **Section [C.4.6.2.1]** below regarding approvals of any Service Schedule and the requirements set forth in **Section [C.4.6.2.2]** below regarding approvals of any subsequent modifications to, or replacements of, any such Service Schedule. Except as otherwise excused by the COTR (i.e., due to inclement weather), each Contractor is expected to Fully Perform all Services in strict compliance with the requirements of the Service Schedule.

C.4.5 Performance Standards; Full Performance

C.4.5.1 Performance Standards.

Each Contractor shall conduct all activities and perform all Services in strict compliance with the following standards (collectively, the “**Performance Standards**”):

- (i) Industry Standards; and
- (ii) all applicable federal and local laws, statutes, codes, ordinances, rules and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the term of an award made hereunder, collectively, “**Applicable Laws**”).

During the Contract Term, (i) if a Contractor believes that there might be a conflict between any two or more Performance Standards as they relate to the Contractor’s performance of Services hereunder, or (ii) a Contractor desires to deviate from any Performance Standard, the Contractor shall immediately notify the COTR of this potential conflict or proposed deviation, and obtain her/his guidance on how to proceed with respect to its performance of Services on that matter. Under such circumstances, the Contractor shall be required to perform Services with respect to such matters consistent with any guidance or clarification it receives from the COTR.

C.4.5.2 “Full Performance” Service Requirement.

Throughout the Contract Term, each Contractor shall Fully Perform all Services at the Property Sites in strict compliance with the Performance Standards, the Service-Related Plans, and the terms of this Contract. For purposes of this Contract, the terms “**Fully Perform**,” “**Fully Performed**” or “**Full Performance**” shall mean, in the case of any individual Service rendered by a Contractor on a site during a given Service Period (as defined in **Section [C.4.4.3]** above, that that Service when completed by the Contractor satisfies, as determined by DGS, the following two prong test:

- a. first, from a qualitative standpoint, such Service was comprehensively performed and thoroughly completed by the Contractor in strict accordance with the Performance Standards, the Landscaping Plan (to the extent applicable), and the terms of this Contract; and
- b. second, from a timing standpoint, the Service was commenced by the Contractor during its applicable Service Period, and completed prior to the first to occur:
 1. the expiration of such Service Period; or
 2. the expiration of a seventy-two (72) hour period that commencing upon the time that DGS (or any third parties acting on behalf of DGS, including the DPW) has notified the Contractor (whether through SalesForce or any other medium) of a Deficiency with respect to a Service performed by the Contractor on a site).

No Contractor hereunder shall have a right to receive any compensation, and DGS shall be under no obligation whatsoever to compensate a Contractor, for any Service that was not “**Fully Performed**.” **Note that each Contractor is required to Fully Perform all Services, irrespective of whether the terms “Fully Perform”, “Fully Performed” or**

“Full Performance” are used elsewhere in this Contract to describe the manner in which any Services must be performed by the Contractor.

C.4.6 SERVICE-RELATED PLANS.

C.4.6.1 Development of Service-Related Plans.

During the Contract Term, each Contractor shall develop and implement various schedules, plans, policies, and procedures contemplated by this Contract pertaining to its performance of Services hereunder (collectively, the “**Service-Related Plans**”). Each Contractor shall strictly comply with the requirements set forth in **Section [C.4.6.2.1]** below regarding approvals of any Service Related Plan, and the requirements set forth in **Section [C.4.6.2.2]** below regarding approvals of any subsequent modifications to, or replacements of, any previously approved Service Related Plan. The following is a list of various Service-Related Plans (and updates thereto) that each Contractor must develop and submit to DGS for approval:

1. Service Schedule;
2. Landscaping Plan;
3. Quality Control Plan;
4. Strike Contingency Plan.

Such Service-Related Plans are discussed in greater detail below.

C.4.6.1.1 Service Schedule

C.4.6.1.1.1 Initial Service Schedule.

When required by **Section [C.4.4.3]**, a Contractor shall develop and submit to the COTR for approval, its proposed service schedule as contemplated by such Section. Such schedule of services when approved in accordance with **Section [C.4.6.2.1]** below shall be, the “**Service Schedule**”.

C.4.6.1.1.2 Periodic Updates to Service Schedule.

After a Service Schedule has been approved, a Contractor shall develop, and submit to the COTR for approval, modifications or updates to such schedule as required below:

- (i) **Monthly Updates.** Not later than the 1st day of each month, a Contractor shall develop and submit to the COTR for approval any modifications that it desires to make to its current Service Schedule.
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- (ii) **Option Year Updates.** Within ten (10) days following its receipt of an Option Exercise Notice, a Contractor shall develop and submit to the COTR for approval its proposed service schedule for the subsequent year containing any modifications that it desires to make to its current Service Schedule.

- (iii) **Additional Property Site Updates.** When required by **Section [C.4.2.2.5]**, a Contractor shall develop and submit to the COTR for approval modifications to its current Service Schedule that fully incorporate the inclusion of any such Additional Property Site(s) being assigned to it by DGS.
- (iv) **Service Suspension/Service Termination Updates.** As applicable pursuant to **Sections [C.6.1.7]** and **[C.6.2.7]**, respectively, DGS reserves the right to require a Contractor to develop and submit to the COTR for approval modifications to its current Service Schedule pertaining to Service Suspensions or Service Terminations imposed by DGS (including any implementations, modifications or, in the case of any Service Suspensions, terminations thereof).

C.4.6.1.2 Landscaping Plan.

When required by **Section [C.4.3.4]**, a Contractor shall develop and submit to the COTR for approval its proposed landscaping plan as contemplated by such Section. Such landscaping plan when approved in accordance with **Section [C.4.6.2.1]** shall be, the “**Landscaping Plan**”.

C.4.6.1.3 Quality Control Plan.

At any time following its delivery of an Award Notice, DGS may, in its sole and absolute discretion, require changes to the quality control plan previously submitted by the Contractor, along with its Proposal pursuant to **Section [C.5.8.6]**, in response to this Contract. If DGS requires changes, the Contractor shall immediately revise its previously submitted q control plan to incorporate such changes, and then promptly re-submit it (not later than five (5) days following notification of DGS’s changes) to the COTR for approval in accordance with **Section [C.4.6.2.1]**. Such landscaping plan when approved in accordance with **Section [C.4.6.2.1]** shall be, the “**Quality Control Plan**” or “**QCP**”.

C.4.6.1.4 Strike Contingency Plan.

When required by **Section [C.5.6.7]**, a Contractor shall develop and submit to the COTR for approval, its proposed strike contingency plan. Such strike contingency plan when approved in accordance with **Section [C.4.6.2.1]** shall be, the “**Strike Contingency Plan**”.

C.4.6.1.5 Additional Service-Related Plans. The Contractor shall develop and submit to the COTR, for approval, such additional plans, policies, procedures and budgets that are (i) contemplated elsewhere in this Contract, (ii) considered by the Contractor to be appropriate or necessary, or (iii) requested, from time to time, by the COTR.

C.4.6.2 Approvals of Service-Related Plans.

Unless otherwise stated in this Contract, a Contractor shall comply with the procedures set forth below to secure approval from DGS of any Service-Related Plan, as well as any subsequently required updates, modifications or replacements thereto. **The Contractor's failure to strictly comply with all of its Service-Related Plan Obligations shall be considered a material breach of the Awarded Contract.**

C.4.6.2.1 Initial Approval Process of Service-Related Plans.

The Contractor shall be required to develop and timely submit to the COTR, for approval, a draft of each proposed Service-Related Plan not later than (to the extent applicable): (i) the deadline mandated by this Contract for such Service-Related Plan; or (ii) the deadline set by the COTR (which shall not be shorter than five (5) days) in the event that this Contract does not expressly mandate a deadline for such Service-Related Plan. DGS may then require changes to any submitted Service-Related Plan. If DGS requires changes, the Contractor shall immediately revise the draft Service-Related Plan to incorporate such changes, and then promptly re-submit it (not later than five (5) days following notification of DGS's changes) to the COTR for approval. Any Service-Related Plan, when approved in writing by the COTR, shall be deemed approved, and become effective and binding upon the Contractor as of such approval date (or such other date so specified therein).

C. 4.6.2.2 Modifications to Service-Related Plans; Subsequent Approval Process.

At any time during the Contract Term, DGS may require that a Contractor make any changes that DGS deems appropriate to its current Service-Related Plans. For example, in the case of the Service Schedule, such changes may include: (i) changes to the frequency of Services at a site per month depending on funding availability, weather, and need; (ii) implementations of Service Terminations or Service Suspensions (as well as any subsequent modifications to existing Service Suspensions); and (iii) the removal of any Reassigned Property Site(s).

If DGS requires changes to a Service-Related Plan, the Contractor shall immediately revise its current Service-Related Plan to incorporate such changes, and then promptly re-submit it to the COTR for approval. In addition, the Contractor shall be required to timely submit to the COTR, for approval, a draft of each Service-Related Plan intended to update, modify or replace a previously approved Service-Related Plan not later than (to the extent applicable): (i) the deadline mandated by this Contract, if any, for such Service-Related Plan; or (ii) the deadline set by the COTR (which shall not be shorter than five (5) days) in the event that this Contract does not expressly mandate a deadline for such Service-Related Plan. Any Service-Related Plan submitted hereunder, when approved in writing by the COTR, shall supersede the previously approved Service-Related Plan, and become effective and binding upon the Contractor as of such approval date (or such other date so specified therein).

C.5 REQUIREMENTS

Comprehensive Grounds Maintenance Services.

During the Contract Term, each Contractor shall Fully Perform each of the Comprehensive Grounds Maintenance Services in accordance with the manner, time and other requirements set forth below. Such Services shall include the following:

1. Mowing Services;
2. Mulching Services;
3. Pruning Services;
4. Leaf Removal Services; and
5. Weed Treatment Services.

In conjunction with any Service Visit to a Property Site, each Contractor shall be expected to perform the following functions as part of its Services:

1. Pre-Service Property Inspections/Reporting. Prior to performing any of the above referenced Services, each Contractor shall conduct a thorough walkthrough and inspection of the Property Site, and immediately report to the COTR any abnormalities or conditions which may require intervention by DGS or local authorities. Without limiting any of the foregoing, the Contractor shall report to the COTR any unusual situations, conditions or activities which could:

- (a) adversely impact the ability of the Contractor to perform any Services including any Defects (as such term is defined below);
- (b) adversely impact the appearance or maintenance of the Property Site; or
- (c) present other potential concerns (whether safety or otherwise) to DGS or the public.

For purposes of this Contract, the term “**Defects**” shall mean defects, obstacles, impediments, problems, or difficulties that will likely (i) prevent the Contractor from performing fifty percent (50%) or more of the Services required at a given site during a Session, (ii) cause bodily harm to any persons, including such Contractor’s workers if they were to perform Services at such site, or (iii) cause substantial harm or damage to the Contractor’s equipment if used to perform Services at such site. In the event that the Contractor observes any Defects, it shall (x) immediately notify the COTR of the Defects and seek her/his guidance on whether (and how) to proceed with the Services affected by Defects, and (y) perform all Services that it can which are not affected by the Defects. All reporting required of a Contractor hereunder is referred to as “**Property Inspection Reporting**”.

2. Trash Removal. In addition, each Contractor shall conduct the following walkthroughs:

- (a) Pre-Mowing Walkthrough. Prior to commencing any Mowing Services (as discussed below), the Contractor shall conduct a thorough walkthrough and inspection of each site, and collect and bag all debris such as trash, grass clippings, litter, tree trimmings/limbs/and fallen branches (branches up to 20” in diameter) (collectively, all such items referenced above are, the

“Removable Items”) which could potentially interfere with its mowing operations.

- (b) Post-Services Walkthrough/Collection of Debris. Upon completion of its Services, the Contractor shall conduct another thorough walkthrough and inspection of the site, and collect and bag all Removable Items (including those generated by the Contractor while performing Services such as any litter that was shredded by mowing, as well as any displaced grass, dirt, branches etc. by trimming/edging/pruning/mulching) from all exterior areas including all grass, dirt or sand areas, dog parks, pavements, walkways, sidewalks, steps, ramps, and parking lots.

The Contractor shall remove from each Property Site all Removable Items and dispose of them off-site in a legal and environmentally-responsible manner.

C.5.1 Mowing Services.

C.5.1.1 General/Timing.

During each and every Session commencing between the dates of March 1st and December 31st of each year, each Contractor shall perform the mowing services, as described below, at its Property Sites (collectively such services are, the “**Mowing Services**”). The Mowing Services shall be comprised of the following components:

C.5.1.2 Services-Level Requirements.

At each such Sessions, a Contractor shall perform the following Mowing Services at each site:

1. Traditional Mowing.

- (a) Mowing. The Contractor shall perform mowing in a manner necessary to (i) maintain healthy grass at the required height of three (3) inches, and (ii) present a clean, neat, and professional appearance of such site. To the extent required by the Landscaping Plan, some areas of the site may be labeled as natural or restoration areas and can have skip mow patterns to allow for wildlife habitat, but these shall be identified by the COTR (if feasible) prior to the mowing season. The Contractor shall cut the grass to the street curb (and not just sidewalks), as well as at all tree spaces surrounding the property. The Contractor shall mow the grass around all physical features (i.e. poles, walls, fire hydrants, signs, etc.).
- (b) Grass Clippings. The Contractor shall perform mowing and trimming so as not to project grass clippings on paved surfaces, retaining walls, curbs, fence lines, parked vehicles and all areas abutting the grass. The Contractor shall direct grass clippings towards the property and away from the sidewalk or road abutting the property. In the event that grass clippings end up on

sidewalks, streets, or areas outside of the site being worked on, the Contractor shall immediately clear such areas of clippings. In addition, the Contractor shall not blow any grass clippings down the city's catch basins, nor in the city roadways.

- (c) The Contractor shall mow grass at each site in such a way that clippings are not piled up or rows of clippings are formed. The Contractor shall double cut any leaves or grass clippings to prevent smothering of the grass. The Contractor shall change the mowing pattern or direction at each cut to reduce the grooves in the grass caused by equipment. Under no circumstances shall the Contractor leave any grass clippings which are excessive or highly concentrated where it damages the field or is unsightly.
- (d) Preventing Scalping. The Contractor shall prevent scalping, uneven mowing, rutting by equipment, and protect all trees, shrubs, plants, buildings and property from any damage that may be caused by its mowers, weed eaters and other equipment during its mowing operations. The Contractor shall use precautions to prevent such scalping and damage including, without limitation, removing or repairing its equipment.

2. **Weed Removal.** A Contractor shall effectively remove all weeds during its mowing operations (irrespective of whether DGS elects to authorize the Contractor to perform Weed Treatment Services as discussed in **Section [C.5.5]**).

3. **Trimming/Edging.** A Contractor shall perform trimming/edging operations as follows:

(a) **Edging.** The Contractor shall perform edging of all accessible sidewalks, curbs, walks, concrete surfaces, mulched areas, tree wells, fencing, flower beds and other paved areas and ornamentals. In addition, the Contractor shall define the edge to create a clean cut vertically. The Contractor shall perform such edging in a straight line running along any concrete surface or any other paved surface.

(b) **Trimming.** The Contractor shall perform trimming around all physical features on an as needed basis to match the height and appearance of surrounding grass. Physical features include, but are limited to, fence lines, poles, walls, fire hydrants, and signs.

(c) Equipment.

i. **Self-Powered Equipment.** The Contractor shall use self-powered equipment with blades for areas where the grass meets a concrete surface or any other paved surface;

ii. **Alternative Edging Methods.** The Contractor shall be permitted to use alternative methods for providing edging at any areas which could potentially cause damage to the Contractor's equipment.

4. **Clean-up.** The Contractor shall clear and clean paved surfaces including, but not limited to, sidewalks, parking lots and streets, and drainage structures of grass clippings and other debris following the above described operations by blowing the surface areas.
5. **Duty to Repair.** The Contractor shall promptly repair or, if necessary, replace any grass, trees, shrubs, plants, landscape areas, other items or buildings damaged by it during the above described operations back to their respective previous condition within 72 hours of the Contractor being notified of such by DGS.
6. **Safety Concerns.** While conducting the above described operations, the Contractor shall avoid all electrical wires, plumbing pipes, and other subterranean hazards.
7. **Disposal of Debris.** The Contractor shall dispose of all Removable Items off-site (including those collected and bagged during its pre-mowing walkthrough) in the same manner mandated for the disposal of Removable Items stated in **Section [C.5]**. Notwithstanding any of the foregoing, DGS may, at any time, direct the Contractor to dump grass clippings at a site for composting, and the Contractor shall immediately comply with any such directions.

C.5.2 Mulching Services

C.5.2.1 General/Timing.

During two (2) Sessions each calendar year to be approved by the COTR in the Service Schedule, the Contractor shall perform all mulching services, as described below, at all “**Mulching Service Areas**” located on its Property Sites, as identified in the Landscaping Plan (collectively such services are, the “**Mulching Services**”). Generally, the scheduling of those two (2) Sessions shall be as follows: the first Session must occur at any time between April 1st and May 30th of each calendar year; and, the second Session must occur at any time between July 1st and August 31st of each calendar year.

C.5.2.2 Services-Level Requirements.

During each such Session, a Contractor shall perform the following Mulching Services (in the manners described below):

1. **Mulch Specifications.** The Contractor shall provide and apply commercial grade mulch to Mulching Service Areas. Unless otherwise specified in the Landscaping Plan, the COTR shall notify the Contractor of the type of mulch to be used (i.e. hardwood bark or equivalent) and color of mulch (in either black or brown colors, but not a multi-color combination).
2. **Compliance with Landscaping Plan.** To the extent applicable, the Contractor shall perform all Mulching Services in strict compliance with the Landscaping Plan.

3. **Mulching Area.** All Weed Removal/Mulching Service Areas shall be raked, debris removed, edge re-established, and any excessive mulch/soil build-up removed prior to mulch application.
4. **Disposal of Debris.** At the completion of mulching operations, the Contractor shall dispose of all Removable Items off-site (including any excessive mulch/soil build-up) in the same manner mandated for the disposal of Removable Items stated in Section [C.5].

C.5.3 Pruning

C.5.3.1 During sixteen (16) Sessions each calendar year to be determined in advance by the COTR, the Contractor shall perform all pruning services, as described below (collectively, the “**Pruning Services**”), at all “**Pruning Service Areas**” located on its Property Sites, as identified in the Landscaping Plan. Generally, the scheduling of those sixteen (16) Sessions shall be at any time between March 1st and October 31st of each calendar year.

C.5.3.2 **Services-Level Requirements.** During each such Session, a Contractor shall perform the following Pruning Services (in the manners described below):

1. **Shrubs and Ground Cover.** The Contractor shall prune all shrubs and ground cover plants growing in the Pruning Service Areas, as required, to maintain (i) plants in a healthy, growing, flowering condition, and (ii) plant growth within reasonable bounds to prevent the encroachment of passageways, walks, streets, views of signs, or any manner deemed objectionable by the COTR. All shrub material shall be pruned by the Contractor to ensure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized by the Contractor when the health or appearance of the plant will not be damaged thereby.

All ground cover material shall be pruned by the Contractor to ensure the best shape, health, and character of the individual plant. Ground cover plants shall be selectively cut back by the Contractor to encourage lateral growth and kept in bounds and out of other plants, walkways and lighting. Mechanical trimming may only be utilized by the Contractor when the health or appearance of the plant may not be damaged thereby.

2. **Trees.** The Contractor shall maintain all trees in a healthy, growing, safe, attractive condition and in their proper shape and size according to variety, species and function in the landscape or as specifically directed by the COTR. The Contractor shall prune and trim all trees, with the approval of the COTR, to maintain the natural character of the variety, to control shape and prevent crowding. Pruning in general shall consist of the removal of dead, broken, infected, and intertwining branches and vines.
3. **Compliance with Landscaping Plan.** To the extent applicable, the Contractor shall perform all Pruning Services in strict compliance with the Landscaping Plan.

4. **Disposal of Debris.** The Contractor shall clear and clean all Pruning Service Areas (and any surrounding areas) of all removed or cut pieces, stems, parts, branches, limbs, etc. from all shrubs, ground cover and trees (including all dead, broken, infected, and intertwining branches, vines, and all other pruned/trimmed items) as a result of the above pruning operations. At the completion of its pruning operations, the Contractor shall collect and bag all such items and debris and dispose of them as “Removable Items” off-site in the same manner mandated for the disposal of Removable Items stated in **Section [C.5]**.

C.5.4 Leaf Removal Services

C.5.4.1 General/Timing.

During four (4) Sessions each calendar year to be determined in advance by the COTR, the Contractor shall perform all leaf removal services, as described below, on its Property Sites (collectively, such services are the “**Leaf Removal Services**”). Generally, the scheduling of those four (4) Sessions shall be at any time between October 1st and January 31st of each calendar year.

C.5.4.2 Services-Level Requirements.

During each such Session, a Contractor shall perform the following Leaf Removal Services (in the manners described below):

1. **Leaf Removal Specifications.** Such Leaf Removal Services at each site shall consist of collecting, bagging and disposing of all leaves, brush and excess foliage from all exterior areas including all grass, dirt or sand areas, dog parks, pavements, walkways, sidewalks, steps, ramps, and parking lots (including those found at (or in) any catch basins or roof drainage systems).
2. **Disposal of Debris.** At the completion of its leaf removal operations, the Contractor shall dispose of all leaves, brush and excess foliage collected as “Removable Items” off-site in the same manner mandated for the disposal of Removable Items stated in **Section [C.5]**.

C.5.5 Weed Treatment Services

C.5.5.1 General/Timing.

Solely upon the request of the COTR (at any time during a calendar year), the Contractor shall perform weed treatment services, as described below, at all “**Weed Treatment Service Areas**” located on its Property Sites, as identified in the Landscaping Plan (collectively such services are, the “**Weed Treatment Services**”).

C.5.5.2 Services-Level Requirements.

During each such Session, a Contractor shall perform the following Weed Treatment Services (in the manners described below):

1. **Application of Weed Treatment.** At such Session, the Contractor shall provide, by spray, an application of weed treatment (i.e., weed-killer) to all Weed Treatment Service Areas. Notwithstanding any of the foregoing, the Contractor shall not (without first carefully coordinating with the COTR on the exact time and date) provide an application of weed treatment: (i) on any Property Sites that are DC public schools and parks and recreation centers; (ii) around any fountain; or (iii) at such other areas identified by COTR as having substantial exposure to children or pedestrian traffic.
2. **Compliance with Landscaping Plan.** To the extent applicable, the Contractor shall perform all Weed Treatment Services in strict compliance with the Landscaping Plan.

C.5.6 General Servicing Requirements

C.5.6.1 Contractor's Operations and General Requirements.

At all times during the Contract Term, the Contractor shall comply with the follow requirements:

1. **Public Safety.** As noted in **Section [C.4.5.1]** above, the Contractor shall perform all Services in accordance with Industry Standards (including those relating to quality standards in the grounds maintenance industry). The Contractor shall erect, at its sole expense, proper barricades, signs, and warning devices as required for pedestrian and traffic safety when necessary. The Contractor shall employ traffic control procedures and shall comply with all applicable District Department of Transportation regulations while on any site or occupying public space. Erection of barricades that restrict or redirect pedestrian traffic shall be coordinated in advance with the COTR.
2. **Condition of Site When Leaving.** Whenever the Contractor leaves a site, that site shall be clean, safe, and free of any equipment, supplies and materials related to the work (and debris and other Removable Items created as a result of Contractor's Services). The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions with the work. The Contractor shall take all reasonable protection to prevent damage, injury, or loss to:
 - All employees on the job and any other persons who may be affected thereby.
 - Other property at the site or adjacent thereto.

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

3. **Confinement of Materials/Equipment.** The Contractor shall confine, to the greatest possible extent, all operations, equipment, apparatus, and placement of materials to the immediate area of work. The Contractor shall comply with all District of Columbia rules and regulations in effect at a site, including, but not limited to parking, traffic control plans and OSHA standards for landscape and horticultural services, use of walks, security restrictions, hours of allowable entrance and departure.
4. **Storage.** The Contractor shall store its equipment off-site, not on any District property.
5. **Material Safety Data Sheets.** To the extent applicable, at the start of the Awarded Contract the Contractor shall provide material safety data sheets (“Material Safety Data Sheets” or “MSDS”) of all products to be applied relating to the Grounds Maintenance Services. If there are any subsequent changes to products to be applied, the Contractor shall provide MSDS of any new chemicals to be used either at the start of each grass growing season; or if a change occurs during the grass growing season – three (3) days prior to the planned application if a chemical is to be applied. All chemicals must meet Environmental Protection Agency (“EPA”) requirements and be applied in accordance with the manufacturer’s procedures and recommendations.
6. **COTR Coordination.** The Contractor shall carefully coordinate with the COTR in advance of all chemicals it intends to use on the sites.
7. **Certified Pesticide Applicators.** The Contractor shall ensure each of its personnel who apply chemicals are certified pesticide applicators. The Contractor shall submit proof of such certification at the beginning of each contract year.
8. **Locks.** During a Service Visit, if the Contractor is unable to gain entry to a Property Site due to the premises being locked, the Contractor shall be authorized to pop the lock so long as the Contractor is able to immediately secure the premise thereafter with another lock.

C.5.6.2 Normal Working Hours.

The Contractor shall perform all Services during the hours of 7:00am – 7:00pm local time (adjustments will be made for Daylight Savings Time), Monday through Friday, excluding District holidays, unless otherwise approved by the COTR. For example, if the Contractor needs to work on a weekend or District holiday, the Contractor shall obtain the COTR’s approval. There may be situations that require the Contractor to work hours other than those specific herein. In those cases, the Contractor shall request that the COTR reschedule the work to minimize disruption.

C.5.6.3 Inclement Weather.

The Contractor may cancel all or a part of its scheduled Services at a site due to inclement weather. Under these circumstances, the Contractor shall notify the COTR (on

or before 8:00am of the day the cancellation is desired or, if not possible, as soon as possible thereafter) of its desire to cancel such Services, and the date for which the canceled Service shall be rescheduled. Inclement weather shall be defined as weather that both the Contractor and DGS agree makes the accomplishment of quality work unfeasible, unusually time-consuming, or potentially dangerous or harmful. In the event that a mutual agreement cannot be reached between the Contractor and DGS for a particular Service, the inclement weather determination shall be made by the Contractor. Any part of a scheduled Service that is canceled due to inclement weather shall be rescheduled by the Contractor to a date within three calendar days (excluding weekends and District holidays) of the cancellation. DGS, at its option, may elect not to reschedule any canceled Service. If DGS elects not to authorize such reschedule, DGS shall not be obligated to pay the Contractor for any Service that was not Fully Performed as a result of any Service cancellation.

Nothing herein is intended to relieve or excuse the Contractor's Full Performance of all Services (including its obligation to perform all required Services during a given Session).

C.5.6.4 Emergency & Unplanned Services

The Department may require unscheduled/emergency service. When required, the Department will notify the Contractor as far in advance as possible. The Contractor shall be prepared to respond to requests for unscheduled/emergency service within as little as two hours. The Contractor shall designate a point of contact on its staff, to receive such notifications, who can readily respond. The Department may change locations or schedules of cuts, if needed, without any additional charge to the Department.

C.5.6.5 Salesforce Orders

The Contractor shall utilize the District's "SalesForce" system as described in **Section [C.3.1]**. The "SalesForce" service call system will allow District personnel to electronically record and request services in order for the Contractor to address and resolve Deficiencies, as further described in **Section [C.5.9.1.1]** below, or other site related concerns and/or troubles.

C.5.6.5.1 The Contractor shall submit the following reports, with updates as needed, to the Department through its Salesforce.com:

- 1. Daily Reports.** Within twenty-four (24) hours after completing any Service to a Property Site, the Contractor shall provide the COTR with a full report containing: (i) the date and time of the Service (and a description of Services performed); (ii) any reportable information required hereunder (including any Property Inspection Reporting in accordance with **Section [C.5]**); (iii) list of any maintenance and/or repairs recommended; (iv) the general condition of such sites; and (v) any such other information as may be requested by the COTR (the "**Daily Reports**"). Such Daily Report shall include summaries, notes, before and after pictures of the sites, any hazards, deficiencies or obstacles at the properties (including all Defects), and any other information required hereunder or otherwise requested by the Department;

2. **Periodic Reports.** In addition, the Contractor shall submit such other daily, weekly and monthly work completion reports to the COTR as requested by the COTR (the “**Periodic Reports**”). All such reports shall be submitted through the Salesforce system and contain: (i) updates of the Contractor’s completion of Services; (ii) its compliance with the Service Schedule; and (iii) such other information as may be requested by the COTR. The monthly completion report shall detail the Services performed at its Property Sites during the preceding month, which shall be submitted by the Contractor to DGS with its monthly invoices;

3. **Accident Reports** The Contractor shall immediately notify the COTR, in writing, of any accidents on the job site arising from the performance of this Contract that involve (i) bodily injury to Contractor’s employees, District workers, building occupants, visitors, or other persons, and (ii) any incidents, accidents or damage to government property (or third party property on a site or its surrounding areas) (the “**Accident Reports**”). The Contractor shall report to the COTR all accidents, such as those resulting in treatment of an injury at a medical facility; or damage to property other than that of the Contractor. All such accidents shall be reported to the COTR by telephone or e-mail within twenty-four (24) hours of the incident. The Contractor shall forward to the COTR a copy of each accident report that is submitted to its insurance carriers no later than seven (7) calendar days after the day the accident occurred.

Collectively, the Daily Reports, Periodic Reports and Accident Reports are referred to herein as the “**Reports**”, and a Contractor’s obligation to provide such reports to DGS within the timeframes stated herein (or, in the absence of any stated timeframes, within the timeframes requested by the COTR) is the “**Reporting Obligations**”.

C.5.6.7 Strike Contingency Plan

Within thirty (30) days of the date of an Award Notice, the Contractor shall develop and submit to the COTR for approval, a Strike Contingency Plan which shall, among other things, outline its process for maintaining Services at the Property Sites during strikes by its employees. Such plan shall detail:

1. its support personnel;
2. how the Contractor will replace staff to provide the required Services during strikes by its employees;
3. its procedures to notify the COTR of all impending actual or potential labor disputes as early as possible; and
4. any information, guidelines and procedures (beyond those stated herein) as requested by the COTR.

C.5.7 Compliance with Federal and District Codes, Laws, and Regulations

C.5.7.1 Laws and Regulations

C.5.7.1.1 The Contractor shall comply with the most recent versions of all applicable federal and District laws, regulations, and policies and procedures in the fulfillment of the

required services. The Contractor shall note that the Property Sites are subject to District of Columbia law, codes, and regulations and environmental laws. The Contractor shall ensure compliance with the federal and District laws and regulations provided in **Section [C.2] Applicable Documents**, and any other relevant laws and regulations.

C.5.7.1.2 To the extent applicable, the Contractor shall also comply with the District's policy of voluntary conformity to certain District of Columbia law, regulations and code requirements even when permits or approvals from local regulators are not required; the Contractor shall request the advice of the COTR when such issues arise.

C.5.7.1.3 The Contractor shall ensure compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on its part or that of its employees or subcontractors, which results in illness, injury or death.

C.5.7.1.4 To the extent applicable, the Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals. The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

C.5.7.2 Licenses and Permits

C.5.7.2.1 The Contractor shall ensure compliance with applicable licenses and permits associated with the performance of Services hereunder at the sites.

C.5.7.2.2 The District also has a policy of voluntary conformity to certain District of Columbia law, regulations and code requirements even when permits or approvals from local regulators are not required; the Contractor shall request the advice of the COTR when such issues arise.

C.5.7.2.3 Licensing, Bonding, and Screening

The Contractor employees must be licensed and bonded, as required, by DCRA or any other applicable law.

C.5.8 Consolidated Grounds Maintenance Services Personnel and Administrative Requirements

Each Contractor shall provide the following related services:

C.5.8.1 Employees/Workers

C.5.8.1.1 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on its part or that of its employees or subcontractors, which results in illness, injury or death. The Contractor shall employ a sufficient number of capable and qualified employees to

enable the Contractor to properly, adequately, safely, and economically operate, maintain, and perform Services at the Property Site. The Contractor shall:

- (a) Oversee all matters pertaining to the employment, supervision, compensation, promotion, and discharge of the Contractor's employees;
- (b) Ensure each staff member is a citizen of the United States or an alien/immigrant who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-51;
- (c) Agree not to employ any person undergoing sentence(s) of imprisonment except as provided in the contract, or by law; and
- (d) Agree to dismiss from work any employee who is identified by the District as a potential threat to the health, safety, security, general well-being or operational mission of DGS, any tenant agencies or the public.

C.5.8.1.2 If the District receives an unsuitable report on any employee or prospective employee the District shall notify the Contractor, and the Contractor shall immediately remove such employee from work under the Contract or remove such prospective employee from consideration for work under the Contract. An unsuitable report shall include any arguing or fighting involving an employee or worker of the Contractor (or its subcontractors) on a site, whether amongst themselves, or with a District employee, guest to the site or members of the public.

C.5.8.1.3 The District has full and complete authority and discretion over the granting, denying, withholding and terminating of clearances for employees and Contractor personnel to a site, including subcontractors. The District may, in its sole discretion, authorize and grant temporary clearance(s) to employees of the Contractor. However, the granting of a temporary clearance(s) to any such employee shall not be considered as assurance that full clearance(s) will follow as a result or condition thereof. The granting of either temporary or permanent clearance(s) shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance(s) by the District in the future.

C.5.8.1.4 Where reading, understanding, and discussing safety and environmental warnings are an integral part of an employee's or worker's duties, that employee/worker shall be able to communicate effectively with the Key Personnel.

C.5.8.1.5 The Contractor's employees/workers shall present a neat appearance and be easily recognized as the Contractor's employees/workers. The Contractor shall provide each employee/worker with a uniform (e.g. hat, shirt with logo, or matching tops and bottoms) as well as an identification badge that shall include that person's name and Contractor's name. The identification badges shall be worn or attached to the outer garment at all times.

C.5.8.1.6 The Contractor shall ensure employees/workers have a current and valid driver's license before such person operates a contractor-owned/leased vehicle.

C5.8.17 The Contractor shall provide employees/workers who are fully capable, experienced, and trained in the work they are employed to perform. The Contractor shall ensure employees are qualified to safely operate grounds maintenance equipment before assigning employees to tasks that require use of the equipment. The Contractor shall maintain records of each individual’s training, including a certificate of training completion.

C5.8.18 Before assigning an employee to work on this Contract, the Contractor shall provide, at minimum, environmental, health and safety training to the extent required by Applicable Laws and instructions related to the provision of all Services in which he/she will perform on a site. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to all employees/workers or other persons affected and all job-related materials and equipment.

C5.8.19 The Contractor shall ensure the availability of employees at all times needed to complete the Services.

C5.8.110 When Services are to be performed at a site where children may be present (i.e., schools, parks and recreation centers, libraries, etc.), all employees/workers of Contractor (and any of its subcontractors) who shall perform Services at such site must, prior to visiting such site, pass all screening and background check requirements consistent with the District’s Policy for Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth. The above provision shall apply to any contractor, employee, worker or volunteer of the Contractor (and its subcontractors). The Contractor shall incorporate the District’s policy within its company policy and provide a copy of such procedure validating continuous compliance.

C5.8.2 Key Personnel

The Contractor personnel must have the experience and, to the extent applicable, licenses to perform the required work. Toward that end, Contractor should include within the proposal a description of the staff available to perform this work and their qualifications. The positions listed below are considered to be key personnel (“**Key Personnel**”). The Contractor shall provide staff who, at a minimum, meet the listed qualifications.

1. **Project Manager (PM)**: shall serve as the Contractor’s primary point of contact and shall maintain overall responsibility for the successful completion of all Services. The PM shall have (i) a minimum of (3) three years’ experience in the delivery of grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver the grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein. The PM shall be proficient in writing and speaking English.

2. **Field Supervisors/Crew Leaders:** shall have a minimum of (2) two years of practical experience with providing grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein.
3. **Dispatcher:** shall serve as the COTR's primary point of contact for dispatching crews and equipment. This person shall possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. This individual shall be proficient in writing and speaking English.

C.5.8.2.1 Reassignment of Key Personnel

The Contractor shall not reassign any Key Personnel unless the Department approves the proposed reassignment and any proposed replacement(s).

C.5.8.2.2 Accessibility of Key Personnel

The Contractor shall designate two Key Personnel to be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week during the Contract Term.

C.5.8.3 Organization and Supervision

The Contractor shall provide organization, supervision and oversight to effectively perform the Services in a successful, safe, and professional manner. The Contractor shall ensure the following:

- (a) An organizational structure, outlined in an organizational chart that clearly describes the lines of supervision and authority and establishes accountability among the Contractor's staff and subcontractors as applicable, to perform work under this Contract. The organizational structure shall clearly identify the key staff to complete all Services.
- (b) Staff instruction and training in the safety regulations necessary for the safe and efficient operations of equipment and the proper maintenance thereof to include, at a minimum, safety procedures in accordance with the U.S. Department of Labor, Occupational Safety Health Administration (OSHA), (Applicable Document #7);
- (c) The Contractor shall provide adequate supervision through, at a minimum, a Field Supervisor or Team Leader for each operational crew performing the Services described in **Section [C.3.1] through [C.3.16]**; and the following:
 - i. certification of the Pesticide Application; and
 - ii. such additional licenses and certifications as applicable or required by District or federal law.

The Contractor shall provide, to the COTR, its Organizational Chart within fifteen (15) days after contract award. The Contractor shall select, supervise and exercise control and direction over its employees and Subcontractors under this contract.

C.5.8.4 Payroll Records

The Contractor shall provide a certified copy of the Contractor's last payroll upon request by the COTR in writing, within five (5) working days, furnish to date of said request. The Contractor's payroll shall reflect payments for all Contractors' personnel working under this contract during the payroll period. The COTR may request copies of any or all payrolls during the life of the contract.

C.5.8.5 Supplies & Materials; Equipment.

The Contractor shall furnish all materials, supplies, and equipment to perform under this contract, including the necessary licensed, insured, and inspected vehicles to transport staff, equipment, and other supplies. Without limiting any of the foregoing, the Contractor shall have available at a minimum the following specific materials, supplies, and equipment to perform the required Services:

(a) Property Inspection Related

Digital Camera

(b) Mowing Services Related:

1. **Mowers** – The Contractor's mowing equipment, hand mowers and mechanical, shall be maintained in excellent operating condition, with all grass cutting edges sharp, clean, and in proper adjustment.
2. **Equipment** – The Contractor shall provide all necessary equipment to perform the Services including but not limited to edging equipment, string trimmers, weed eaters, blowers, brooms, and rakes.
3. **Fuel** – required to operate mowers and equipment;
4. **Safety Devices** – The Contractor shall maintain all safety devices and equipment needed to maintain safe and efficient operations.

(c) Other Related Services and Maintenance equipment

1. **Pruning/Mulching/Leaf Removal/Weed Treatment** - The Contractor shall supply all necessary equipment and supplies to perform the such Services

C.5.8.5.1 Supplies & Materials. In addition, with respect to any supplies and equipment to be used by the Contractor, the Contractor shall:

- (ii) furnish all supplies materials necessary to perform the required Services (including mulch). As noted earlier in **Section [C.5.6.1]**, the Contractor shall be

authorized to pop locks to gain entry to Sites so long as the Contractor is able to immediately secure the premise thereafter with another lock. Accordingly, the Contractor shall be expected to maintain an ample supply of locks (which shall not be less than ten (10)) on its truck(s) when providing Services hereunder.

- (iii) to the extent applicable, retain, display, and furnish all Material Safety Data Sheet (MSDS), as required by law, for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials;
- (iv) except for those supplies, materials or services specifically stated to be District furnished, furnish everything required to perform work under this contract; and
- (v) in no way use materials and chemicals in a way that threatens the health or safety of District employees, disrupt tenant agency operations or the public due to undesirable odors or fumes.

C.5.8.5.2 **Equipment.** With respect to any equipment to be used by the Contractor, the Contractor shall:

- (i) provide and maintain Contractor owned or leased vehicles to perform Services hereunder. Any Contractor vehicles used in the performance of Services shall have the Company name prominently displayed on both sides of the vehicle;
- (ii) ensure that all equipment used in the performance of Services hereunder shall be in operable condition and meet all requirements under Applicable Laws. The Department may inspect the Contractor's vehicles at any time and direct the removal of any unsafe or non-functional vehicles. All vehicles shall be registered, licensed, insured, and operated by a licensed driver. All vehicles shall be registered; have Department of Transportation (DOT) numbers visible as required by law; and follow all District regulations related to parking, driving, and licensing;
- (iii) ensure that its equipment, including but not limited to mowers (push, riding and tractor), and trimmer shall be of a quality, size and type suitable for accomplishing the required work and gaining entry to its Property Sites. The Contractor's equipment shall be in good repair and able to operate efficiently and safely. Mower blades shall be sharp, to prevent the tearing of the grass blades;
- (iv) ensure that its equipment shall have the proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Department shall direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the District.

C.5.8.6 **Quality Control Program**

The Contractor shall establish, develop, maintain, and implement a daily operations plan (“Work Plan” and or “Project Plan”), including a complete Quality Control Plan pursuant to **Section [C.4.5]** QCP delineating the Contractor’s Quality Control Program and Inspection System to monitor and control its performance of Services at each site to ensure compliance to the contract requirements. The Contractor shall submit the Daily Operations Plan with its proposal. The QCP shall include: Daily Operations Plan

- (a) inspection procedures for the timely and effective corrective action for all Deficiencies identified by the Contractor or the Department;
- (b) procedures to identify, prevent, and ensure non-recurrence of defective services;
- (c) action plan for correction of Deficiencies and any discrepancies;
- (d) such other processes or procedures to ensure its compliance with the requirements of an Awarded Contract (and, in particular, that all required Services are Fully Performed by the Contractor).

C.5.8.6.1 Self-Evaluation

The Contractor shall submit quarterly to the COTR a self-evaluation report detailing the quality and timelines of the Services provided by it to the sites during the prior quarter. The report is due within five (5) business days of the end of the quarter. This report shall include as a minimum the result of the quality control inspections, an explanation of efforts taken in the prior quarter to improve service and efforts planned for the present quarter to improve quality.

C.5.9 Performance Measures

The rating(s) the Contractor receives on inspections and evaluations conducted by the District will be reflected in the past performance reports. These reports may affect the exercise of options, whether Contractor is awarded future District contracts and whether the contract is terminated for non-performance. Excessive complaints, nonperformance or timeliness of performance may result in any of the actions noted above.

Without limiting any of the rights of DGS under **Section [C.6.2.4]**, if the Contractor fails to Fully Perform a Service (whether by nonperformance or non-satisfactory performance), the COTR may have any Service accomplished by another third-party contractor and deduct the cost from the payment due to the Contractor. Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance in a particular area may equal or exceed the cost of the initial work.

C.5.9.1 Performance Objectives

C.5.9.1.1 District representatives will conduct tours and inspections of the Property Sites to ascertain Full Performance as required by **Section [C.4.5.2]** of this Contract. The District will inform the Contractor of any deficiencies with respect to such Services (such deficiencies are, the “**Deficiencies**”). Upon receiving notification,

the Contractor must correct such Deficiencies (in order to ensure that a Service is Fully Performed) within the time periods set forth in **Section [C.4.5.2]**.

C.5.9.1.2 Contractor performance will be evaluated by the District based on results, NOT the frequency or method of performance. This evaluation of results will be based on, among other things, the combination outcomes of SalesForce work order satisfaction surveys, other quality service tenant surveys developed by the District, tenant complaints, correction of noted Deficiencies, and the District's scheduled and/or unscheduled site inspections.

C.5.10 Reports and Plans; Meetings

C.5.10 Meetings

The Program Manager shall meet with the COTR a minimum of once (1) each month (and be available by telephone at all other times) to discuss the provision and scheduling of Services (any Deficiencies and Defects), avoid disputes and to settle minor problems and misunderstandings early and at the lowest possible level.

C.5.10.1 Performance Evaluation Meetings

The COTR will coordinate performance evaluation meetings with the Contractor. The COTR will prepare and distribute the written minutes of these meetings. The Contractor shall acknowledge, in writing via e-mail, receipt of the minutes within two (2) working days and will have the opportunity to provide comments.

C.5.11 Reimbursable Services

C.5.11.1 Definition and Description

The Contractor shall provide Reimbursable Services ordered, at the discretion of the Department, for work pertaining to the Property Site. The COTR will determine if the service is a Reimbursable Service based on when and why the service is performed. There are two (2) types of Reimbursable Services, Reimbursable Repairs and Reimbursable Additional Services.

C.5.11.1.1 Reimbursable Repairs

A Reimbursable Repair is the act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or materials to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials. The Contractor shall not be allowed to charge a mark-up above the Direct Cost. A repair order will be initiated by the COTR and the District will pay all costs (including labor, parts, material, G&A and profit), to repair the equipment/systems/materials and return it to service.

C.5.11.1.2 Reimbursable Additional Services

A Reimbursable Additional Service occurs when the District requests an upgrade to or the replacement of existing equipment, systems or materials that are functioning in accordance with their intended design. A Reimbursable Additional Service may also be completely new equipment, service or reconfiguration work not delineated in **Section [C.3]** or **Sections [C.5.1] through [C.5.4]** of this Contract. A Reimbursable Additional Service that begins as a service call will be reclassified as a repair. The following shall apply to Reimbursable Additional Service:

- (a) Services performed outside of Normal Working Hours, shall be fully reimbursed to the Contractor. If the Department approves the use of a subcontractor, the Contractor shall be allowed a mark-up not to exceed 10% of the Direct Costs; and
- (b) Work that can customarily be performed during Normal Working Hours shall not be rescheduled outside of Normal Working Hours.

C.5.11.13 The Contractor shall not be reimbursed for Property Site related service calls or repairs, which require a technician to return after Normal Working Hours, as an Emergency Service Call. Work that can customarily be performed during Normal Working Hours shall not be rescheduled outside of Normal Working Hours.

C.5.11.14 The District may, in its sole discretion, acquire services from sources other than the Contractor when it is considered in the best interest of the District Government to do so, with price and other factors considered.

C.5.11.15 The Contractor shall submit to the COTR three (3) independent estimates detailing materials and labor to accomplish the repair; complete vendor or subcontractor (if relevant) documentation (proposals) shall be included. The price shall include the Contractor's hourly rate for Cost Reimbursement Services as stipulated in **Section [B.3.1]** and/or fee for repairs during and after Normal Working Hours, plus a reasonable cost for parts, General and Administrative (G&A) fees, and negotiated profit, not to exceed a total of ten percent (10%). There shall be only one (1) mark-up for profit, overhead, G&A, etc. (per repair/proposal) under the terms of this Contract. The District will confirm the Contractor's estimated price as fair and reasonable through an independent District estimate of the repair, and then fund the costs of repairs.

C.5.11.2 Reimbursable Services

Notwithstanding the foregoing, if DGS determines, in its sole and absolute discretion, that the Reimbursable Services performed by the Contractor involve, in any way, services which are of the nature contemplated by **Attachment J.15** (such services are the "Nonreimbursable Services"), then the Contractor shall not be entitled to any reimbursements from DGS for that portion of services performed that are attributable to Nonreimbursable Services. Reimbursable services which cost \$10,000.00 or more will require the CO's approval through a Task Order. The Contractor shall use the hourly rates established in the Reimbursable Services Price Schedules **Section [B.3.1]** to determine costs associated with Reimbursable Services.

C.5.11.2.1 Direct Cost Reimbursement

C.5.11.2.1.1 The Contractor will be reimbursed for approved services and materials which are not included in the fixed price for basic services, and in accordance with the hourly rates established in the Reimbursable Services of the Hourly Rates Schedule in **Section [B.3.1]** (“Direct Costs”).

C.5.11.2.1.2 Direct Costs billing for after hours or during business hours operational support service shall be consistent with the Reimbursable Services price schedules **Section [B.3.1]**. In this instance, mark-ups are not allowable.

C.5.11.2.1.3 The COTR shall determine whether the Contractor will provide the parts and materials and the CO shall authorize the purchase.

C.5.11.3 Potential Reimbursable Services

The Contractor shall be reimbursed for costs incurred in performing Reimbursable Repair, Reimbursable Additional Service, in accordance with the Hourly Rates Schedule established in the Reimbursable Services in **Section [B.3.1]** as approved by the COTR or CO as specified herein.

Below is a non-exclusive, non-exhaustive list of areas that may be considered Reimbursable Services:

- a. Weed Treatment Services;
- b. Any Landscaping Services (that do not fall within the definition of “Services” hereunder); and
- c. Service Call Operations.

C.5.11.3.1 Basic Services may require the Contractor to perform outside of Normal Working Hours and are not Reimbursable Services.

C.5.11.3.2 The Contractor shall not be reimbursed for the repair and/or replacement of any damage, deficiencies and breakdowns caused by negligence, misuse, abuse or vandalism as a result of the actions (direct or indirect) of the Contractor, including Contractor’s agents, employees, or subcontractors.

C.6 SERVICE SUSPENSIONS & SERVICE TERMINATIONS

As stated elsewhere in this Contract, DGS may either suspend or terminate any Service at any of its Property Sites. DGS shall have broad authority to implement such service suspensions and service terminations, modify the terms/restrictions of such service suspensions and service terminations, and completely terminate any service suspension.

C.6.1 Service Suspensions

C.6.1.1 DGS’s Broad Authority

DGS, in its sole discretion, may suspend, fully or partially, any Service at one or more of its Property Sites as described below (a “**Service Suspension**”). Without limiting DGS’s broad authority, DGS may implement Service Suspensions for any of following reasons: changing circumstances on a site (including the short-term existence of a Non-Service Area pursuant to **Section [C.4.3.3]**); changing weather conditions; the Contractor’s performance; DGS’s budgetary restraints; or any other reason DGS deems appropriate.

C.6.1.2 Full vs. Partial Service Suspension.

DGS may implement either of the following two forms of Service Suspensions:

- a. “**Full Service Suspension**” in which a Contractor’s particular Service to an entire Service Area is suspended by DGS; or
- b. “**Partial Service Suspension**” in which a Contractor’s particular Service to a specific section of a Service Area (but not to the entire Service Area) is suspended by DGS.

C.6.1.3 Implementation of Service Suspensions.

Upon receiving notification from the COTR of any Service Suspension (“**Suspension Notification**”), the Contractor shall immediately suspend (or such later time specified by the Suspension Notification or otherwise communicated by the COTR) such Service(s) at all area(s) and/or site(s) stated therein. The Contractor shall strictly comply with any term/restrictions pertaining to the Service Suspension (and any related instructions received from the COTR) including those pertaining to the duration of such suspension and the size of the affected area. The Contractor shall continue performing, as required by this Contract and the Awarded Contract, all other Services to such affected site(s) not prohibited by such Service Suspension.

For purposes of this Contract, the term “**Suspension Period**” shall mean (in the case of a particular suspended Service) the time period (x) starting on the date that the Contractor received a Suspension Notification (or such other date noted therein or otherwise communicated by the COTR), and (y) ending on the date that the COTR has specified for the Contractor to resume such Service to a site (or any portion thereof), as may be modified by DGS from time to time.

For illustrative purposes only, if the Contractor’s Leaf Removal Services and Mowing Services were previously suspended at a site and, at a later date, the COTR only authorized the Contractor to resume Leaf Removal Services solely to the front area of an affected site and left all other aspects of the Service Suspension in effect, then (i) the Suspension Period with respect to the performance of Leaf Removal Services at the front area of the site shall immediately end; and (ii) the Suspension Period with respect to the performance of Leaf Removal Services at all other areas of the site, as well as the performance of Mowing Services, shall continue in effect.

C.6.1.4 Contractor’s Duty to Report; Construction Operations.

Without limiting the Department's broad authority, DGS may implement a Service Suspension in a Service Area (or any portion thereof) that later becomes a Non-Service Area under **Section [C.4.3.3]**, including an area affected by Construction Operations. If the Contractor observes that there are (or potentially may be) Construction Operations underway on a site (or that an area might otherwise qualify as a Non-Service Area), the Contractor must immediately notify the COTR of its observations and seek guidance as to whether it should perform Services at such site. Alternatively, if the COTR becomes aware that there are Construction Operations on a particular site (or that an area has now become a Non-Service Area), the COTR shall so inform the Contractor. When appropriate, the COTR shall provide the Contractor with a Suspension Notification explaining the terms/restrictions of any Service Suspension. Upon receiving any Suspension Notification, the Contractor shall strictly comply in all respects with the terms/restrictions of such Service Suspension (and any related instructions received from the COTR).

C.6.1.5 Subsequent Modifications to Service Suspensions.

After the issuance of a Service Suspension, DGS may completely end or modify the scope of such Service Suspension (such modifications are "**Service Suspension Modifications**") as follows:

C.6.1.5.1 Full Service Suspension:

The Department may, among other things:

- (a) completely end such Full-Service Suspension (and authorize the Contractor to fully resume performing the previously suspended Service to the entire Service Area);
- (b) convert such Full-Service Suspension into a Partial Service Suspension (and thereby authorize the Contractor to resume performing the previously suspended Service to a specific section of the applicable Service Area (but not to the entire Service Area)); or
- (c) completely end such Full-Service Suspension and replace it with a Service Termination as discussed in **Section [C.6.2]**.

C.6.1.5.2 Partial Service Suspension:

The Department may, among other things:

- (a) completely end such Partial Service Suspension (and authorize the Contractor to fully resume performing the previously suspended Service to the entire Service Area);
- (b) modify such Partial Service Suspension by either enlarging or reducing the size of the affected area (i.e., prohibit the Contractor from performing a

Service to an even larger section of the affected area or, alternatively, authorize the Contractor to resume performing the Service to a portion of an area that was previously subject to a suspension); or

- (c) completely end such Partial Service Suspension and replace it with a Service Termination as discussed in **Section [C.6.2]**.

C.6.1.5.1 Implementation of Service Suspension Modifications.

Upon receiving a notification from the COTR of any Service Suspension Modifications (a “**Suspension Modification Notification**”), the Contractor shall strictly comply with the terms/restrictions of such Service Suspension Modification (and any related instructions received from the COTR) including any modifications to the duration of a suspension or the size of the affected area. Upon receiving a Suspension Modification Notification, the Contractor shall not perform a Service at an area (or portion thereof) which is prohibited by the Service Suspension Modification during the Suspension Period and shall continue all other non-affected Services to the site as required by this Contract.

C.6.1.6 Compensation Adjustments for Service Suspensions.

If DGS implements either a Service Suspension or a Service Suspension Modification, the Contractor’s compensation with respect to any affected Service shall be impacted as follows:

- (a) For a Full-Service Suspension, the Contractor shall not be entitled to receive any compensation with respect to any Services not performed during the Suspension Period (whether as loss income or otherwise);
- (b) If DGS completely ends a Service Suspension (whether a Full-Service Suspension or a Partial Service Suspension), upon Full Performance of an affected Service, the Contractor shall be entitled to receive the full amount of compensation payable for such Service then in effect under the Awarded Contract; and
- (c) If DGS implements a Partial Service Suspension (whether initially or as a converted Partial Service Suspension from a Full Service Suspension) or otherwise modifies a Partial Service Suspension, upon Full Performance of the authorized and affected Service, the Contractor shall be entitled to receive the amount of compensation payable for such Service then in effect under the Awarded Contract, subject to an adjustment to reflect modifications made by DGS to the size of the area where the Contractor is authorized to perform such Service. Such adjustment is discussed generally in **Sections [C.7.2] (b)(2) and shall be calculated in accordance with Sections [C.7.3], [C.7.4.3], [C.7.5.1.1], [C.7.5.1.2] and [C.7.5.1.5], respectively. Without limiting any of the foregoing, under no circumstance shall the Contractor be entitled to receive any compensation with respect to any Services not performed during the Suspension Period (whether as loss income or otherwise).**

C.6.1.7 Service Schedule Updates.

If DGS implements, modifies or completely ends a Service Suspension, it may require the Contractor to develop an updated Service Schedule (incorporating such suspension, modification or full resumption of an affected Service), and submit it to the COTR for approval in accordance with **Section [C.4.6.1.1.2]**.

C.6.1.8 Contractor's Acknowledgment.

By submitting its Proposal to DGS, each Contractor hereby: (i) expressly acknowledges and agrees that DGS shall have the right to implement any Service Suspensions and Service Suspension Modifications under the circumstances described above; (ii) expressly consents, under such circumstances, to being entitled to receive only the compensation expressly provided above; and (iii) expressly waives (to the fullest extent permitted under Applicable Laws) any rights that it might otherwise have against the District and/or DGS to receive additional compensation for those Services it cannot perform as a result of any Service Suspensions and/or Service Suspension Modifications.

C.6.2 Service Terminations

C.6.2.1 DGS's Broad Authority.

DGS, in its sole discretion, may terminate, fully or partially, any Service at one or more of its Property Sites as described below (a "**Service Termination**"). Without limiting DGS's broad authority, DGS may effectuate Service Terminations for any of the following reasons: permanent alterations made to a site's layout (including new construction); changing circumstances on the site, including the long-term existence of a Non-Service Area pursuant to **Section [C.4.3.3]**; a Nonperformance Determination made by DGS pursuant to **Section [C.6.2.4]** concerning a Contractor; DGS's budgetary restraints; or any other reason DGS deems appropriate.

C.6.2.2 Full vs. Partial Service Termination.

DGS may implement any one of the following forms of Service Terminations:

- (a) "Full Service Termination" in which a Contractor's Service to an entire Property Site or multiple Property Sites is permanently terminated by DGS;
- (b) "Partial Service Termination" in which a Contractor's Service to a specific section of a Service Area (but not to the entire Service Area) on one or more sites is permanently terminated by DGS; or
- (c) "Contract Termination" in which all of the Services are permanently terminated by DGS pursuant to the terms of the Awarded Contract.

C.6.2.3 Implementation Process of Service Terminations.

Upon receiving notification from the COTR of any Service Termination (a “**Termination Notification**”), the Contractor shall immediately terminate (or such later time specified by the notice or otherwise communicated by the COTR) any further Service(s) at all area(s) and/or site(s) pursuant to such Service Termination. The Contractor shall strictly comply with any term/restrictions pertaining to the Service Termination and any related instructions received from the COTR. The Contractor shall continue performing, as required by this Contract, all other Services to the affected site(s) not prohibited by such Service Termination.

C.6.2.4 Nonperformance Determination; Reassigned Property Sites.

In the event that DGS determines that a Contractor has either: (i) failed to Fully Perform a Service at any one or more of its Property Sites on four (4) or more occasions during any given calendar year; or (ii) materially breached any of the Contractor’s Obligations as defined in **Section [C.3.1]** or other obligations under an Awarded Contract (a “**Nonperformance Determination**” and, such Contractor is a “**Nonperforming Contractor**”), then DGS may:

- (a) effectuate, without any penalty or cost to DGS, a Service Termination;
- (b) reassign any Property Sites affected by such Service Termination to any one or more third party contractors, including any other Contractors awarded hereunder (Property Sites reassigned to such contractors are the “Reassigned Property Sites”); and/or
- (c) pursue any other actions/remedies available to DGS under the Awarded Contract or common law.

The COTR shall promptly notify a Nonperforming Contractor of such Nonperformance Determination and, if applicable, provide it with a Termination Notification concerning any Service Termination then being made (and identify all Reassigned Property Sites, if known). Thereafter, the Contractor shall comply with any obligations then imposed on it by such Termination Notification.

C.6.2.5 Subsequent Service Terminations or Service Suspensions.

As a general rule, once DGS implements a Service Termination it cannot modify the terms/restrictions of such Service Termination. However, to the extent that DGS has implemented either a Full-Service Termination or a Partial Service Termination (but not a Contract Termination that terminates all Services under an Awarded Contract), DGS may effectuate Service Suspensions or additional Service Terminations pursuant to **Section [C.6.1] and this Section [C.6.2]** with respect to any remaining rights and obligations of the Contractor. Under such circumstances, any subsequent Service Suspensions or Service Terminations implemented by DGS shall be treated separately and independently of the initial Service Termination and be governed by **Sections [C.6.1] and [C.6.2]**, respectively.

C.6.2.6 Compensation Adjustments for Service Terminations.

If DGS implements a Service Termination, the Contractor's compensation with respect to any affected Service(s) shall be impacted as follows:

- (a) For a Full-Service Termination, the Contractor shall not be entitled to receive any compensation with respect to any terminated Service at an affected site (whether as loss income or otherwise);
- (b) If DGS implements a Partial Service Termination, upon Full Performance of the authorized and affected Service, the Contractor shall be entitled to receive the amount of compensation payable for such Service then in effect under the Awarded Contract, subject to an adjustment to reflect modifications made by DGS to the size of the area where the Contractor is authorized to perform such Service. Such an adjustment is discussed generally in **Section [C.7.2 (b)(1)]** and shall be calculated in accordance with **Sections C.7.3, C.7.4.3, [C.7.5.1.1], [C.7.5.1.2] and [C.7.5.1.5]**, respectively. Without limiting any of the foregoing, under no circumstance shall the Contractor be entitled to receive any compensation with respect to any Terminated Service (whether as loss income or otherwise); and
- (c) In the event of a Contract Termination, the Contractor shall not be entitled to receive any compensation with respect to any terminated Services at an affected site (whether as loss income or otherwise).

C.6.2.7 Service Schedule Updates.

Following a Service Termination, DGS may require the Contractor to develop an updated Service Schedule (incorporating the full or partial termination of Services at site(s) or the removal of Reassigned Property Sites) and submit it to the COTR for approval in accordance with **Section [C.4.6.1.1.2]**.

C.6.2.8 Contractor's Acknowledgment.

By submitting its Proposal to DGS, each Contractor hereby: (i) expressly acknowledges and agrees that DGS may implement any Service Terminations under the circumstances described above; (ii) expressly consents, under such circumstances, to receive only the compensation expressly provided above; and (iii) expressly waives (to the fullest extent permitted under Applicable Laws) any rights that it might otherwise have against the District and/or DGS to receive additional compensation for those Services it can no longer perform as a result of a Service Termination.

C.7 SERVICE AREA RE-MEASUREMENTS & RELATED COMPENSATION ADJUSTMENTS.

C.7.1 Importance of Service Areas Square Footage Calculations

Each Contractor shall be required to perform two different types of Services, with each type of Service having a unique classification of Service Areas and a different compensation model, discussed more fully below.

- (a) Session Rate Services; Session Rate Service Areas; Fixed Session Rates. A Contractor is expected to Fully Perform certain Session Rate Services at the Session Rate Service Areas located on its Property Sites, and shall be compensated based upon the Fixed Session Rates applicable for such Services then in effect pursuant to its Awarded Contract; and
- (b) Hourly Rate Services; Hourly Rate Service Areas; Fixed Hourly Rates. A Contractor is expected to Fully Perform certain Hourly Rate Services at the Hourly Rate Service Areas located on its Property Sites and shall be compensated for the total number of hours its workers spent performing such Services based upon the Fixed Hourly Rates applicable for such Services then in effect pursuant to its Awarded Contract.

A Contractor's Fixed Session Rates for its Session Rate Services are based upon, among other things, the estimates provided to a Contractor of the square footage of each site's Session Rate Service Areas. For example, the Initial Property Sites on the attached Property List, provided to the Contractor, contain the estimated square footage of such sites' Session Rate Service Areas; and any Additional Property Sites that DGS may subsequently assign to a Contractor, **Section [C.4.2.2]** requires that DGS disclose to the Contractor, in an Additional Property Information, the estimated square footage of each site's Session Rate Service Areas.

DGS is not providing (nor will it at some later date in the case of Additional Property Sites), any estimates concerning the square footage of any site's Hourly Rate Service Areas where a Contractor must perform Hourly Rate Services. While DGS recognizes that such square footage estimates might have some general informative value to the Contractor, the Contractor shall be compensated by DGS for the total number of hours spent Fully Performing an Hourly Rate Service (as oppose to, in the case of Session Rate Services, the Full Performance of a Service rendered by a Contractor to a specifically measured Service Area).

For the reasons stated above, any subsequent changes to the Square Footage Number as defined in **Section [C.7.3.2]** below of a Session Rate Service Area are likely to impact the economic feasibility (from either DGS's or a Contractor's perspective) of the Fixed Session Rates payable for Session Rate Services performed to such area. As a result, certain changes to the Square Footage Number of a Session Rate Service Area may trigger an adjustment to the amount of compensation payable to a Contractor for its Session Rate Service to such area pursuant to its Awarded Contract.

C.7.2 Changes to Square Footage Estimates for Session Rate Service Areas

During the Contract Term, the Square Footage Number applicable to a site's Session Rate Service Area may be subject to one or more changes from:

- (a) any re-measurements conducted by DGS of such area's actual Square Footage Number which may be triggered by:

1. a Contractor challenging the accuracy of the estimated Square Footage Number provided to it by DGS for that area pursuant to **Section [C.7.4.1.1]** below (the “**Contractor Initiated Re-measurements**”); or
2. DGS subsequently re-evaluating the accuracy of its estimated Square Footage Number for that area pursuant to **Section [C.7.4.2]** below (the “**DGS Initiated Re-measurements**”).

Such re-measurements described in clauses (1) through (2) above are the “**Initial Area Re-measurements.**”

- (a) any re-measurements conducted by DGS when the size of such area either decreases or increases (such modifications to an area’s size are the “Service Area Modifications”) as a result of:
 1. DGS implementing a Partial Service Termination pursuant to **Section [C.6.2.2]**;
 2. DGS implementing a Partial Service Suspension pursuant to **Section [C.6.1.2]**;
 3. DGS implementing any Service Suspension Modifications pursuant to **Section [C.6.1.5]** after a previously implemented Partial Service Suspension; or
 4. DGS takes any other action permitted under this Contract to increase or decrease the size of such area for any other reason(s) that DGS determines appropriate, including, without limitation, DGS’s desire to have a larger or smaller portion of a site serviced, enhance the appearance of a site, or reduce its grounds maintenance costs.

Such re-measurements described in clauses (1) through (4) above are the “**Modification Related Re-measurements**”, and together with the Initial Area Re-measurements are the “**Service Area Re-measurements.**”

C.7.3 Determination of Square Footage Numbers

C.7.3.1 General.

As noted above, the Square Footage Numbers applicable to any site’s Session Rate Service Areas are subject to change per any Service Area Re-measurements. In such events, DGS may afford an affected Contractor the opportunity to present DGS with its relevant square footage calculations as permitted below, before DGS makes a final determination of an affected area’s Square Footage Number (as defined below).

C.7.3.2 Definitions

The following terms shall have the meanings given to them below:

“Estimated Sq./Ft. Number” means, in the case of any Session Rate Service Area, DGS’s estimate of such area’s total number of square feet provided to a Contractor so it can propose to DGS its Fixed Session Rates for the Session Rate Services it would perform at such area (including those square footage estimates of DGS set forth on the Property List or, if applicable, any Additional Property Information).

“Final Sq./Ft. Number” means, in the case of any Session Rate Service Area, the total number of such area’s square feet determined in accordance with **Section [C.7.4.1.2]** or, if applicable, **Section [C.7.4.1.3]**.

“Final Adjusted Sq./Ft. Number” means, in the case of any Session Rate Service Area, the total number of such area’s square feet determined (i) in the case of DGS Initiated Re-measurements in accordance with **Section [C.7.4.2.2]** or, if applicable, **Section [C.7.4.2.3]**, or (ii) if applicable, in the case of Modification Related Re-measurements in accordance with **Section [C.7.4.3.3]** or, if applicable, **Section [C.7.4.3.4]**.

“Square Footage Number” generally means a Session Rate Service Area’s total number of square feet, and more specifically, such number, in the case of any particular Session Rate Service Area, shall be as follows:

- (a) that area’s Final Adjusted Sq./Ft. Number; or
- (a) if there is no such Final Adjusted Sq./Ft. Number for such area, then that area’s Final Sq./Ft. Number; or
- (b) if there is no such Final Adjusted Sq./Ft. Number or Final Sq./Ft. Number for such area, then that area’s Estimated Sq./Ft. Number.

Example: if a Session Rate Service Area has an Estimated Sq./Ft. Number of 1,000 (but does not have a Final Adjusted Sq./Ft. Number or a Final Sq./Ft. Number), then the Square Footage Number of that area will be 1,000. If a Session Rate Service Area has an Estimated Sq./Ft. Number of 1,000 and a Final Sq./Ft. Number of 1,100 (but does not have a Final Adjusted Sq./Ft. Number), then the Square Footage Number of that area will be 1,100. If a Session Rate Service Area has an Estimated Sq./Ft. Number of 1,000, a Final Sq./Ft. Number of 1,100, and a Final Adjusted Sq./Ft. Number of 1,050, then the Square Footage Number of that area will be 1,050.

“Minimum Sq./Ft. Number” means, in the case of any particular Session Rate Service Area, that number of square feet equaling ten percent (10%) of such area’s then Square Footage Number. For example, if the Square Footage Number of a particular Session Rate Service Area is 1,000, then the Minimum Sq./Ft. Number of such area shall be 100.

C.7.4 Service Area Re-measurements

The process by which DGS conducts (and a Contractor may participate in) a Service Area Re-measurement and reaches a final determination of an affected area's Square Footage Number are more fully described below.

C.7.4.1 Contractor Initiated Re-measurements

C.7.4.1.1 Contractor's Challenge Rights.

Upon an award of Initial Property Sites (or a subsequent assignment of Additional Property Sites), the Contractor may, challenge the accuracy of the Estimated Sq./Ft. Numbers provided by DGS to it with respect to those Session Rate Service Areas situated on its Property Sites. The Contractor may only exercise this challenge once and said challenge must occur within forty-five (45) days of the determination by DGS with respect to a particular Session Rate Service Area. Said 45-day period shall begin to run as follows:

- (a) in the case of any Initial Property Sites, on the date the Contractor executes the Awarded Contract;
- (b) in the case of any Previously Bid Additional Property Site(s), within ten (10) days following the COTR's issuance of an Assignment Notice;
- (c) in the case of any Non-Previously Bid Additional Property Sites, on the date the COTR approved a Quote concerning the pricing of Session Rate Services at such area.

Notwithstanding the foregoing, if a Contractor is subsequently assigned any Reassigned Property Sites pursuant to **Section [C.6.2.4]**, the Contractor shall have no challenge rights with respect to any site for which (x) another Contractor (i.e., the Nonperforming Contractor) had previously exercised its challenge rights, or (y) DGS had conducted a DGS Initiated re-measurement pursuant to **Section [C.7.4.2]**. The 45-day period within which a Contractor must exercise its challenge rights under this Section and deliver the materials required below to the COTR is a "**Submission Period**".

In order to exercise its challenge rights herein, the Contractor must deliver to the COTR the following materials before the expiration of the Submission Period:

- (a) written notice identifying each affected Estimated Sq./Ft. Number, Session Rate Service Area, and Property Site for which the Contractor is exercising its challenge rights hereunder; and
- (b) clear and convincing evidence that the affected Session Rate Service Area's total number of square feet exceeds the Estimated Sq./Ft. Number, by a number of square feet greater than the Minimum Sq./Ft. Number. Such evidence may be in the form of a survey, appraisal or such other professional documentation satisfactory to DGS containing a re-measurement of the affected Session Rate Service Area prepared in a manner consistent with Industry Standards.

For illustrative purposes only, if a Session Rate Service Area's Estimated Sq./Ft. Number being challenged by the Contractor is 1,000 square feet, then the Contractor must deliver to DGS evidence proving that the affected area's actual square footage is greater than the Estimated Sq./Ft. Number by more than 100 square feet.

C.7.4.1.2 Final Determinations upon Contractor's Inaction.

If the Contractor fails to deliver to the COTR the above referenced materials prior to the expiration of the Submission Period, then effective immediately upon the expiration of such Submission Period (and without any further action on DGS' part) any Estimated Sq./Ft. Numbers for Session Rate Service Areas not challenged by the Contractor shall be deemed the "**Final Sq./Ft. Numbers**" of such areas. Under such circumstance, the Contractor's challenge rights shall be deemed forfeited, the Contractor shall be barred from later challenging the accuracy of any such Final Sq./Ft. Numbers, and any such Final Sq./Ft. Numbers shall be non-appealable, conclusive and binding against the Contractor.

C.7.4.1.3 Final Determinations made by DGS.

If the Contractor delivers to the COTR the above referenced materials prior to the expiration of the Submission Period, DGS shall review such materials and may (but shall not be required to) re-measure any affected Session Rate Service Areas and take such other actions it deems appropriate to determine such areas' actual square footage. Thereafter, DGS shall make a final determination of each affected Session Rate Service Area's total number of square feet (such total number of square footages shall be the "**Final Sq./Ft. Number**" of such area). Following such determination, the COTR shall notify the Contractor of the Final Sq./Ft. Number of each Session Rate Service Area, and any such final determination made by DGS shall be non-appealable, conclusive and binding against the Contractor.

C.7.4.1.4 Compensation Adjustments.

To the extent that the Estimated Sq./Ft. Number of an affected Session Rate Service Area differs from the Final Sq./Ft. Number of such area by a number of square feet greater than the Minimum Sq./Ft. Number of such area, the Contractor's compensation shall only be increased or decreased, as the case may be, in accordance with the provisions of **Sections [C.7.5.1.1], [C.7.5.1.2] and [C.7.5.1.3]**, respectively.

C.7.4.2 DGS Initiated Re-measurements.

C.7.4.2.1 DGS' Re-evaluation Rights.

At any time during the Contract Term, DGS may re-evaluate the accuracy of any Final Sq./Ft. Numbers for Session Rate Service Areas which resulted from a Contractor's election not to exercise its challenge rights under **Section [C.7.4.1.2]** (but not with respect to any Final Sq./Ft. Numbers determined by DGS pursuant to **Section**

[C.7.4.1.3], and make a final determination of such area's total square footage number. Before making any such final determinations, DGS shall first notify the Contractor of:

- (a) each affected Session Rate Service Area and Property Site for which DGS is exercising its reevaluation rights hereunder; and
- (b) DGS' new calculation of an affected Session Rate Service Area's total number of square feet (for purposes of this **Section [C.7.4.2]**, DGS's calculation of such square footage shall be the "Estimated Adjusted Sq./Ft. Number" of such area).

Thereafter, the Contractor shall forty-five (45) days (commencing on the date that it was notified by DGS of such Estimated Adjusted Sq./Ft. Number) to challenge the Estimated Adjusted Sq./Ft. Number and deliver to the COTR clear and convincing evidence of the affected Session Rate Service Area's total number of square feet. Such evidence may be in the form of a survey, appraisal or such other professional documentation satisfactory to DGS containing a re-measurement of the affected Session Rate Service Area prepared in a manner consistent with Industry Standards. The 45-day period within which the Contractor must submit such evidence to the COTR under this Section is a "**Submission Period**".

C.7.4.2.2 Final Determinations upon Contractor's Inaction.

If the Contractor fails to deliver to the COTR the above referenced evidence prior to the expiration of the Submission Period, then effective immediately upon the expiration of such Submission Period (and without any further action on DGS' part) any Estimated Adjusted Sq./Ft. Numbers of the affected Session Rate Service Areas not challenged by the Contractor shall be deemed the "**Final Adjusted Sq./Ft. Numbers**" of such areas. Under such circumstance, the Contractor's challenge rights hereunder shall be deemed forfeited, the Contractor shall be barred from later challenging the accuracy of any such Final Adjusted Sq./Ft. Numbers, and such Final Adjusted Sq./Ft. Numbers shall be non-appealable, conclusive and binding against the Contractor.

C.7.4.2.3 Final Determinations by DGS.

If the Contractor delivers to the COTR the above referenced evidence prior to the expiration of the Submission Period, DGS shall review such materials and may (but shall not be required to) re-measure any affected Session Rate Service Areas and take such other actions it deems appropriate to determine such areas' actual square footage. Thereafter, DGS shall make a final determination of each affected Session Rate Service Area's total number of square feet (such total number of square footages shall be the "**Final Adjusted Sq./Ft. Number**" of such area). Following such determination, the COTR shall notify the Contractor of the Final Adjusted Sq./Ft. Number of such Session Rate Service Area, and any such final determination shall be non-appealable, conclusive and binding against the Contractor.

C.7.4.2.4 Compensation Adjustments.

To the extent that the Final Sq./Ft. Number of an affected Session Rate Service Area differs from the Final Adjusted Sq./Ft. Number of such area by a number of square feet greater than the Minimum Sq./Ft. Number of such area, the Contractor's compensation shall only be increased or decreased, as the case may be, in accordance with the provisions of **Sections [C.7.5.1.1], [C.7.5.1.2] and [C.7.5.1.4]**, respectively.

C.7.4.3 Modification Related Re-measurements.

C.7.4.3.1 DGS's Modification Rights.

DGS may take certain actions see **Section [C.7.2]** above regarding Service Area Modifications) which will reduce or enlarge the square footage size of any Session Rate Service Areas. Under such circumstances, the Contractor's compensation may be adjusted to reflect changes made to a Session Rate Service Area's then Square Footage Number. DGS may make a final determination of an affected area's new Square Footage Number, as adjusted to take into account the total number of square feet being eliminated from, or added to, such area as a result of a Service Area Modification.

C.7.4.3.2 DGS's Adjusted Square Footage Estimate.

In connection with any Service Area Modifications to a Session Rate Service Area, DGS shall estimate such area's new Square Footage Number, as adjusted to take into account the total number of square feet being eliminated from, or added to, such area (for purposes of this **Section [C.7.4.3]**, DGS' square footage estimate shall be the "**Estimated Adjusted Sq./Ft. Number**"). Thereafter, DGS shall notify the Contractor of the affected Session Rate Service Area(s), the affected Property Site(s), and its Estimated Adjusted Sq./Ft. Number(s).

The Contractor shall have fifteen (15) days (commencing on the date that DGS notified the Contractor) to challenge the Estimated Adjusted Sq./Ft. Number(s) and submit to the COTR clear and convincing evidence of the total number of square feet being eliminated from, or added to, an affected Session Rate Service Area as a result of any Service Area Modifications. Such evidence may be in the form of a survey, appraisal or other professional documentation satisfactory to DGS prepared in a manner consistent with Industry Standards. The 15-day period within which the Contractor must deliver such evidence to the COTR is a "Submission Period." Under no circumstances shall the Any challenge by a Contractor regarding an affected Session Rate Service Area's total number of square feet must be timely pursuant to **Section [C.7.4.1]**.

C.7.4.3.3 Final Determinations made by Contractor's Inaction.

If the Contractor fails to deliver to the COTR the above referenced evidence before the end of the Submission Period, then effective immediately upon the expiration of such Submission Period (and without any further action on DGS' part) any Estimated Adjusted Sq./Ft. Number of a Session Rate Service Area not challenged by the Contractor shall be the "**Final Adjusted Sq./Ft. Number**" of such area. Under such circumstance, the Contractor's challenge rights shall be deemed forfeited, the Contractor shall be barred from later challenging the accuracy of any such Final Adjusted Sq./Ft.

Numbers, and such Final Adjusted Sq./Ft. Numbers shall be non-appealable, conclusive and binding against the Contractor.

C.7.4.3.4 Final Determinations by DGS.

If the Contractor delivers to the COTR the above referenced evidence before the end of the Submission Period, DGS shall review such materials and may (but shall not be required to) re-measure any affected Session Rate Service Areas and take such other actions it deems. Thereafter, DGS shall make a final determination of each affected Session Rate Service Area's new Square Footage Number, adjusted to take into account the total number of square feet being eliminated from, or added to, an affected Session Rate Service Area as a result of any Service Area Modifications (such determination of an adjusted square footage number shall be the "**Final Adjusted Sq./Ft. Number**" of such area). Following such determination, the COTR shall notify the Contractor of the Final Adjusted Sq./Ft. Number of such Session Rate Service Area, and any such final determination shall be non-appealable, conclusive and binding against the Contractor.

C.7.4.3.5 Compensation Adjustments.

To the extent that the Final Adjusted Sq./Ft. Number of an affected Session Rate Service Area differs from the Final Sq./Ft. Number of such area, the Contractor's compensation shall only be increased or decreased, as the case may be, in accordance with **Sections [C.7.5.1.1], [C.7.5.1.2] and [C.7.5.1.5]**, respectively.

C.7.5 Process for Adjusting Compensation

C.7.5.1 Session Rate Service Compensation Adjustments.

C.7.5.1.1 General.

The Contractor's compensation for the Full Performance of a Session Rate Service at an affected Session Rate Service Area may be subject to either: (i) a downward adjustment to reflect reductions; or (ii) an upward adjustment to reflect increases, made to an area's then existing Square Footage Number. Such adjustment(s) to the Contractor's compensation (and the methodology for implementing such compensation adjustment) shall be based upon: (i) which Service Area Re-measurement was employed to determine an area's new Square Footage Number, and (ii) a determination of the Calculated Sq./Ft. Service Price applicable to the Session Rate Service being performed at an affected area.

C.7.5.1.2 Calculated Sq./Ft. Service Price.

The term "**Calculated Sq./Ft. Service Price**" shall mean the per square foot price, determined on a per Session basis, in which the Contractor performs a particular Session Rate Service at an affected Session Rate Service Area. Such price shall be (x) a price which DGS previously calculated in accordance with the formula set forth in the following clause (y), or (y) in the event that DGS has not previously made such a calculation, a price that is the lower of:

- (a) the “Submitted Sq./Ft. Service Price” applicable to such Session Rate Service then in effect under the Awarded Contract, which was specifically submitted by the Contractor to DGS as part of its Proposal (in accordance with Section hereof); or
- (b) a price calculated by dividing (i) the Fixed Session Rate applicable to the Session Rate Service at such affected area then in effect under the Awarded Contract, by (ii) such area’s Estimated Sq./Ft. Number.

For illustrative purposes only, assuming that (i) the Submitted Sq./Ft. Service Price for Mowing Services then in effect under the Awarded Contract is \$0.25, (ii) the Fixed Session Rate for Mowing Services at an affected Session Rate Service Area is \$300, and (iii) such area’s Estimated Sq./Ft. Number is 1,000, then the Calculated Sq./Ft. Service Price shall be \$.025. Note that the quotient of clauses (ii) and (iii) would result in a higher price per square foot of \$0.30.

C.7.5.1.3 Contractor Initiated Measurements.

With respect to any Contractor Initiated Re-measurements conducted on a Session Rate Service Area pursuant to **Section [C.7.4.1]**:

- (a) in the event that the Final Sq./Ft. Number of a Session Rate Service Area exceeds the Estimated Sq./Ft. Number of such area by a number of square feet greater than the Minimum Sq./Ft. Number for such area, then the Contractor’s Fixed Session Rate applicable to a Session Rate Service at the affected area then in effect under the Awarded Contract shall be automatically increased to (i) the Calculated Sq./Ft. Service Price applicable to the Session Rate Service on such site, multiplied by (ii) the Final Sq./Ft. Number. Such compensation adjustment shall be retroactively applied to the first date of the Submission Period.

For illustrative purposes only, if the Contractor is entitled to a compensation increase hereunder, and the Fixed Session Rate for Mowing Services at an affected Session Rate Service Area is \$100, the applicable Calculated Sq./Ft. Service Price for Mowing Services is \$0.11, and the Final Sq./Ft. Number is 1,000, then the Contractor’s Fixed Session Rate for Mowing Services at such area shall be increased from \$100 to \$110.

- (b) in the event that the Final Sq./Ft. Number of a Session Rate Service Area is less than the Estimated Sq./Ft. Number of such area by a number of square feet greater than the Minimum Sq./Ft. Number for such area, then the Contractor’s Fixed Session Rate applicable to a Session Rate Service at the affected area then in effect under the Awarded Contract shall be automatically reduced to (i) the Calculated Sq./Ft. Service Price applicable to the Session Rate Service on such site, multiplied by (ii) the Final Sq./Ft. Number. Such compensation adjustment shall be retroactively applied to the first date of the Submission Period.

- (c) in the event that the Final Sq./Ft. Number of a Session Rate Service Area does not vary from the Estimated Sq./Ft. Number of such area by a number of square feet greater than the Minimum Sq./Ft. Number for such area, then the Contractor's Fixed Session Rate applicable to a Session Rate Service at the affected area then in effect under the Awarded Contract shall not be adjusted.

C.7.5.1.4. DGS Initiated Measurements.

With respect to any DGS Initiated Re-measurements conducted on a Session Rate Service Area pursuant to **Section [C.7.4.2]**:

- (a) in the event that the Final Adjusted Sq./Ft. Number of a Session Rate Service Area exceeds the Final Sq./Ft. Number of such area by a number of square feet greater than the Minimum Sq./Ft. Number for such area, then the Contractor's Fixed Session Rate applicable to a Session Rate Service at the affected area then in effect under the Awarded Contract shall be automatically increased to (i) the Calculated Sq./Ft. Service Price applicable to a Session Rate Service on such site, multiplied by (ii) the Final Adjusted Sq./Ft. Number. Such compensation adjustment shall be retroactively applied to the first date of the Submission Period.
- (b) in the event that the Final Adjusted Sq./Ft. Number of a Session Rate Service Area is less than the Final Sq./Ft. Number of such area, by a number of square feet greater than the Minimum Sq./Ft. Number for such area, then the Contractor's Fixed Session Rate applicable to a Session Rate Service at the affected area then in effect under the Awarded Contract shall be automatically reduced to an amount that is the product of (i) the Calculated Sq./Ft. Service Price applicable to a Session Rate Service on such site, multiplied by (ii) a number representing the Final Adjusted Sq./Ft. Number. Such compensation adjustment shall be retroactively applied to the first date of the Submission Period.
- (c) in the event that the Final Adjusted Sq./Ft. Number of a Session Rate Service Area does not vary from the Final Sq./Ft. Number of such area, by a number of square feet greater than the Minimum Sq./Ft. Number for such area, then the Contractor's Fixed Session Rate applicable to a Session Rate Service at the affected area then in effect under the Awarded Contract shall not be adjusted.

C.7.5.1.5. Modification Related Re-measurements.

With respect to any Modification Related Re-measurements conducted on a Session Rate Service Area pursuant to **Section [C.7.4.3]**:

- (a) in the event that the Final Adjusted Sq./Ft. Number of a Session Rate Service Area exceeds the Final Sq./Ft. Number of such area, then the Contractor's Fixed Session Rate applicable to a Session Rate Service at the affected area

then in effect under the Awarded Contract shall be automatically increased to (i) the Calculated Sq./Ft. Service Price applicable to a Session Rate Service on such site, multiplied by (ii) the Final Adjusted Sq./Ft. Number. Such compensation adjustment shall be retroactively applied to the first date of the Submission Period;

- (b) in the event that the Final Adjusted Sq./Ft. Number of a Session Rate Service Area is less than the Final Sq./Ft. Number of such area, then the Contractor's Fixed Session Rate applicable to a Session Rate Service at the affected area then in effect under the Awarded Contract shall be automatically reduced to (i) the Calculated Sq./Ft. Service Price applicable to a Session Rate Service on such site, multiplied by (ii) the Final Adjusted Sq./Ft. Number. Such compensation adjustment shall be retroactively applied to the first date of the Submission Period; and
- (c) in the event that the Final Adjusted Sq./Ft. Number of a Session Rate Service Area does not vary from the Final Sq./Ft. Number of such area, then the Contractor's Fixed Session Rate applicable to a Session Rate Service at the affected area then in effect under the Awarded Contract shall not be adjusted.

C.7.5.1.6 Hourly Rate Service Compensation Adjustments.

DGS may, in its sole discretion, increase or decrease the size of any Hourly Rate Service Areas on the Property Sites where the Contractor must perform Hourly Rate Services. In the event that DGS increases or decreases the size of an Hourly Rate Service Area, the Contractor shall continue to be compensated at the applicable Fixed Hourly Rate for such Hourly Rate Service then in effect under the Awarded Contract. However, the process for adjusting the Contractor's compensation for Hourly Rate Services at an affected Hourly Rate Service Area shall be "self-performed" by the Contractor in the following manner:

- (a) to the extent that an affected area's total number of square feet is reduced (thereby causing the Contractor's workers to spend less time at such area performing an Hourly Rate Service), the Contractor shall charge DGS for less hours worked resulting in a reduction of the Contractor's compensation for performing such Hourly Rate Service; and
- (b) to the extent that an affected area's total number of square feet is increased (thereby causing the Contractor's workers to spend more time at such area performing an Hourly Rate Service), the Contractor shall charge DGS for more hours worked resulting in an increase of the Contractor's compensation for performing such Hourly Rate Service.

Notwithstanding anything to the contrary herein, DGS may challenge, at any time, the reasonableness and/or appropriateness of time being charged by the Contractor. Following any reductions or increases to the total square footage of an affected Hourly Rate Service Area, if DGS determines that the amount of time being charged by the Contractor for performing an Hourly Rate Service thereto is disproportionate or

unreasonable given the size of such reductions/increases, then DGS may take any of the actions contemplated in **Section [C.6.2.4]** (including terminating any or all of the Services to the Property Sites)

SECTION D PACKAGING AND MARKING

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

SECTION E
INSPECTION AND ACCEPTANCE

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

SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 Base Period of Performance: The Base Term Period of Performance shall be six (6)-months beginning 1-April-2019 through 30-September-2019.

F.1.2 Letter Contract (*where applicable*): It is understood and agreed that certain of the activities described herein were performed while a Letter Contract was in place, and the terms of the Letter Contract shall merge into and be superseded by this Agreement upon execution of this Agreement

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District shall have the right to unilaterally extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District 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 District 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.2.1.1 Option Year Periods of Performance: Each subsequent Option Period shall begin on 1-October and end 30-September of each Fiscal Year Period as illustrated below”

<u>Option Year</u>	<u>Period of Performance</u>
OY1	1-Oct-2019 thru 30-Sep-2020
OY2	1-Oct-2020 thru 30-Sep-2021
OY3	1-Oct-2021 thru 30-Sep-2022
OY4	1-Oct-2022 thru 30-Sep-2023

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

F.2.3 The firm, fixed and fully-loaded per square-foot service and hourly labor rates for the base and each subsequent option period, shall be as specified in the **Section [B.3.1]** of the contract and are firm thought the life of the contract term.

F.2.3.1 These rates shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all of the cost necessary to provide services including, but not limited to, all labor, supplies, materials, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, home office overhead, profit, insurance coverages and provisions as required in **Section [I.14]** and all else necessary to perform all work described hereunder including all applicable year-over-year service cost

increase due to market variable sand US Department of Labor Wage Determination and D.C. Living Wage increase.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years, shall not exceed six (6)-months and four (4)-years.

F.2.5 The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contracting Officer’s Technical Representative (COTR) identified in **Section G.9** in accordance with the following:

CLIN SECTION		
REFERENCE	DELIVERABLE	DUE DATE
Additional Property Site(s)		
Sections C.4.2.2.2 & C.4.2.2.4	Delivery of a Quote containing Fixed Session Rates for Session Rate Services at Non-Previously Bid Additional Properties	Contingent Deliverable: Within ten (10) days following the COTR’s issuance of an Assignment Notice
Service-Related Plans		
Sections C.4.3.4 & C.4.6.1.2	Delivery of a Landscaping Plan	Mandatory Deliverable: Within thirty (30) days following receipt of an Award Notice
Sections C.4.4.3 & C.4.6.1.1.1	Delivery of a Service Schedule	Mandatory Deliverable: Within thirty (30) days following receipt of an Award Notice
Section C.4.6.1.1.2(i)	Delivery of Monthly Updates to a Service Schedule	Contingent Deliverable: Not later than the 1st day of each month
Section C.4.6.1.1.2(ii)	Delivery of Option Year Updates to a Service Schedule	Contingent Deliverable: Within ten (10) days following receipt of an Option Exercise Notice
Section C.4.6.1.1.2(iii)	Delivery of Additional Property Site Updates to a Service Schedule	Contingent Deliverable: When and as required by Section C.4.2.2.5
Section C.4.6.1.1.2(iv)	Delivery of Service Suspense/Service Termination Updates to a Service Schedule	Contingent Deliverable: When and as required by Sections C.6.1.7 and C.6.2.7
Section C.4.6.1.3	Delivery of a Modified Quality Control Plan	Contingent Deliverable: When and if required DGS requires changes to the QCP, as contemplated by Section C.4.6.1.3
CLIN SECTION		

REFERENCE	DELIVERABLE	DUE DATE
Sections C.4.6.1.4 & C.5.6.7	Delivery of a Strike Contingency Plan	Mandatory Deliverable: Within thirty (30) days following receipt of an Award Notice
Section C.4.6.1.5	Delivery of any other Additional Service-Related Plans	Contingent Deliverable:
Section C.4.6.2.2	Delivery of any Modified versions of an existing Additional Service-Related Plans, so desired by DGS or the Contractor	Contingent Deliverable:

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

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

SECTION G CONTRACT ADMINISTRATION

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

The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. The Contractor must indicate the proper PO number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

G.2.1 Prior to creating the payment request described above, the Contractor shall submit a proper invoice on a monthly basis or as otherwise specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.12.2]**.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice substantially in the form of *Attachment J.13 "Form of Invoice"*:

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

G.2.2.2 Contract number and invoice number;

G.2.2.3 Department's Purchase Order (PO) number;

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

G.2.2.5 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.7 Name, title and phone number of the individual preparing the invoice;

G.2.2.8 Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.2.2.6]** above to be notified in the event of a defective invoice; and,

G.2.2.9 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The 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 PARTIAL PAYMENTS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries on goods and or services warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

- "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.3.1]**".
- "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
- "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in **Section [B.3.1]**"; and

- c) Presentation of a properly executed invoice.

G.4.2 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES

Payment for approved reimbursable items and services provided on a time (hourly labor rate) and material basis will be made based on submitted, approved documentation, including, if so requested, verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in **Section [B.3.1]** by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a

prorated basis. The District will accept *no more* than a 10% mark-up on the contractor's direct cost of materials.

G.5 ORDERING CLAUSE

G.5.1 Any supplies and services to be furnished under this contract must be ordered by issuance of a Task Order by the CO. Such orders may be issued during the term of this contract.

G.5.2 All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall prevail.

G.5.3 If mailed, a Task Order is considered "issued" when the District deposits the order in the mail. Orders may be issued by email or electronic commerce methods.

G.6 COST REIMBURSEMENT CEILING

G.6.1 Cost Reimbursement Ceiling for all Supplemental Services under this contract is set forth in **Section [B.3.1]**.

G.6.2 The costs for performing Supplemental Services under this contract shall not exceed the Cost Reimbursement Ceiling specified in **Section [B.3.1]**.

G.6.3 The Contractor agrees to use its best efforts to perform the work specified Supplemental Services in this contract and to meet all obligations under this contract related to Supplemental Services within the Cost Reimbursement Ceiling.

G.6.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of Supplemental Services under this contract will be either greater or substantially less than the Cost Reimbursement Ceiling.

G.6.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing Supplemental Services.

G.6.6 The District is not obligated to reimburse the Contractor for Services, both hourly rates or cost of material in excess of the ceilings specified in **Sections [B.3.1]** and **[B.3.1]**, and the Contractor is not obligated to continue providing services and or supplies under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the ceilings specified, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides contract modification revising the ceilings in this contract.

G.6.7 *No notice*, communication, or representation in *any form from any person other than the CO* shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the Costs Reimbursement Ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

- G.6.8** If any Cost Reimbursement Ceiling specified in **Section [B.3.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous Cost Reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.6.9** A change order/modification shall not be considered an authorization to exceed the applicable Cost Reimbursement Ceiling specified in **Section [B.3.1]**, unless the change order specifically increases the Cost Reimbursement Ceiling.
- G.6.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.
- G.7** **HOURLY RATE CEILING**
- G.7.1** The ceilings for specified hourly rate items are set forth in **Sections [B.3.1] and [B.3.1]**.
- G.7.2** The hourly rates in this contract *shall be fixed and fully-loaded and include* wages, overhead, general and administrative expenses, profit, and including all applicable year-over-year service cost increase due to market variables including any and all future US Department of Labor Wage Determination and D.C. Living Wage increases. The total cost to the District shall not exceed the ceilings specified in **Sections [B.3.1] and [B.3.1]**.
- G.7.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the Hourly Rate Ceilings.
- G.7.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the Hourly Rate Ceilings.
- G.7.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G.7.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the Hourly Rate Ceilings specified in **Section [B.3.1]**, and the Contractor is not obligated to continue providing hourly rate services under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the Hourly Rate Ceilings specified in **Section [B.3.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised Hourly Rate Ceilings for the hourly rate items in this contract.
- G.7.7** *No notice*, communication, or representation in *any form from any person other than the CO* shall change the Hourly Rate Ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the Hourly Rate Ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.

G.7.8 If any Hourly Rate Ceiling specified in **Section [B.3.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous Hourly Rate Ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.7.9 A change order/modification shall not be considered an authorization to exceed the applicable Hourly Rate Ceilings specified in **Section [B.3.1]**, unless the change order specifically increases the Hourly Rate Ceilings

G.8 ASSIGNMENT OF CONTRACT PAYMENTS

G.8.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

G.8.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.9 THE QUICK PAYMENT ACT

G.9.1 Interest Penalties to Contractors

G.9.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 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.9.1.1.1 The date on which payment is due under the terms of the contract;

G.9.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.9.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

- G.9.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.9.1.2** 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.9.1.2.1** 3rd day after the required payment date for meat or a meat food product;
 - G.9.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.9.1.2.3** 15th day after any other required payment date.
- G.9.1.3** 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.9.2** **Payments to Subcontractors**
 - G.9.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:
 - G.9.2.1.1** 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.9.2.1.2** 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.9.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 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.9.2.2.1** 3rd day after the required payment date for meat or a meat product;
 - G.9.2.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.9.2.2.3** 15th day after any other required payment date.
 - G.9.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
 - G.9.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the

Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

- G.9.3 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.10 CONTRACTING OFFICER (CO)

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

GEORGE G. LEWIS, CPPO

Chief Contracting Officer & Associate Director Contracting and Procurement
Department of General Services
2000 14th Street, N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail address: george.lewis@dgs.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.11 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.11.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.11.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.11.3** 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.12 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.12.1** 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.12.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.12.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.12.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.12.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.12.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.12.2** The address and telephone number of the COTR is:

Name of CA
Title of CA
Address
Telephone
Fax
E-mail address]

- G.12.3** 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.12.4** 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.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.: 12, dated 26-December-2018*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as *Attachment J.2*. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
 - (2) Accumulated seniority and retirement;
 - (3) Benefits; and
 - (4) Other applicable service credits;
- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
 - (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
 - (e) Require an employee to take leave if a reasonable accommodation can be provided; or,
 - (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.6 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

H.7 AUDITS AND RECORDS

H.7.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.7.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.7.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

H.7.4 Comptroller General

H.7.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.7.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.7.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

H.7.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.7.1 through H.7.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

H.7.7 The Contractor shall insert a clause containing all the terms of this clause, including this **Section H.7.7**, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost, or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.X.5 of this clause

H.8 ADVISORY AND ASSISTANCE SERVICES

This contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the

performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives

H.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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.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) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.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

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

H.13.2 Computer Equipment

The District will supply one (1) computer workstation, including peripherals, necessary to operate building control systems (BAS). The Contractor is required to provide all other equipment needed to operate and maintain the BAS.

H.13.3 Office, Workshop, Storage Space, and Machine Rooms

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, neat, and serviceable condition. If not already present in the space, the Contractor shall also be responsible for providing furniture, shelving/storage system(s), office equipment, office telephones, and all costs associated with recurring utility services (phone, internet). All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

H.13.4 Office, Workshop, Storage Space, Furniture and Furnishings

The District may, but is not required to, furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space may be provided to Contractor with furnishings. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and the Contractor must keep all existing furnishings neat and clean and be returned to the District at the expiration of the contract in reasonably the same condition as at the time of entering into the contract, less fair wear and tear. If not already present in the space, the Contractor shall be responsible for providing furniture, shelving/storage system(s), office equipment, office telephones, and all costs associated with recurring utility services (phone, internet). The Contractor is responsible for security of all property and facilities furnished for Contractor use or otherwise entrusted to it and for securing supplies and valuables belonging to the Contractor. All spaces made available to the Contractor shall not be used to store illegal materials of any kind.

H.13.5 Training

The District shall provide the following trainings:

a. Training for Fire Alarm System

- i. The Contractor's employees shall be familiar with and able to operate the building fire alarm system and trained on the procedures to follow in the event of fire or other emergency within five (5) days of the contract award.
- ii. In order to facilitate Contractor expertise on the Fire Alarm System. The District shall provide four (4) hours of training within this five (5) day period.

b. Training for BAS

- i. The Contractors employees shall be familiar and experienced in operating the existing Facility BAS upon award of the contract.
- ii. In order to facilitate additional expertise, the District shall provide twenty-four (24) hours of additional training from the date of substantial building completion. This training shall not be considered a replacement of the existing requirement for experience, but rather an additional onsite building specific training for this property

H.12 CONTRACTOR RESPONSIBILITIES

H.14.1 The Contractor shall be responsible for providing Consolidated Maintenance Services in accordance with the requirements of the resultant contract.

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

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

H.14.4 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

H.14.5 The Contractor shall furnish all MSDS for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

H.14.6 The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.

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

H.14.7 Bond Requirements

H.14.7.1 Bid Bond

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

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

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

H.14.7.2 Payment and Performance Bond

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

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

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

H.12.9 Allowable Subcontracting Requirements

H.12.9.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

H.12.9.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.12.9.3 The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.

H.12.9.3.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.

H.12.9.3.2 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.12.10 Staff Attire and Identification

H.12.10.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

H.12.10.2 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.12.11 Safety Requirements

H.12.11.1 The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

H.12.11.2 The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:

H.12.11.2.1 Back support devices

H.12.11.2.2 Eye protection

H.12.11.2.3 Hearing protection

H.12.11.2.4 Hand protection

H.12.11.2.5 Head protection

H.12.11.2.6 Foot protection

H.12.11.3 The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

H.12.11.4 Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

H.12.11.5 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

H.12.1 Fire Prevention

H.12.12.1 The Contractor shall be responsible for establishing and maintaining an effective fire prevention program for its employees and the District property being serviced on the job site.

H.12.12.2 The Contractor shall be knowledgeable and train all its employees on the job site to fulfill the requirements of this Statement of Work on the procedures, means of egress and methods of reporting fires on the job sites.

H.12.13 Smoke Free Environment

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

H.12.14 Delivery of Services

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

H.12.15 Communication

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

H.12.16 Accident Reports

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

H.12.17 Property Damage Notification

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

H.12.18 Suspension Of Work

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

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

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

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

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

H.12.19 Contract Completion Or Termination

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

H.12.20 Fair Criminal Record Screening

H.12.20.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.12.20.2 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.12.20.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

- H.12.20.4** 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.12.20.5** 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.12.20.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

I.4.2 The Contractor shall, upon the Contracting Officer's written notice:

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

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

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

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

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

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

I.4 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.5 TIME

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

.I.7 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Contract reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.8 DISPUTES

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

I.9 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section [I.8] - 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.10 NON-DISCRIMINATION CLAUSE

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

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

I.10.3 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.

I.10.4 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

- a) employment, upgrading or transfer;
- b) recruitment, or recruitment advertising;

- c) demotion, layoff, or termination;
- d) rates of pay, or other forms of compensation; and
- e) selection for training and apprenticeship.

- I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.
- I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- I.10.10** The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.
- I.15.11** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

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 daily operation plan or contract. Licenses shall be granted in the name of the

District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

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

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

The 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 daily operations plan in the course of Contractor's business.

D. Subcontractor Rights

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

E. Source Code Escrow

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

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be

directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

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

F. Indemnification and Limitation of Liability

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

I.12 OTHER CONTRACTORS

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

I.13 SUBCONTRACTS

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

I.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 affected 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. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed

Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
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. THIS IS A MANDATORY REQUIREMENT IF SCHOOLS ARE IN SESSION AND/OR WORK IS BEING PERFORMED IN AN AREA THAT CHILDREN NORMALLY FREQUENT

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) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion

- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE.** The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- 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 immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- 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. 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 Domonique L. Banks

Chief Contracting Officer and Associate Director

Department of General Services, Office of Contracting & Procurement

2000 14th Street, N.W. | 8th Floor

Washington, D.C. 20009

(202) 727-2800

george.lewis@dc.gov

- 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 **Attachment J.8**. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract 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) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**SECTION J
ATTACHMENTS**

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

ATTACHMENT NO.	DOCUMENT
J.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 12 Dated December 26, 2018
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
J.4	Bidder/Offer Certification
J.5	Department of Employment Services First Source Employment Agreement
J.6	Department of Employment Services First Source Employment Plan
J.7	SBE Subcontracting Plan Form
J.8	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.9	Tax Certification Affidavit
J.10	Offeror’s Past Performance Evaluation Form
J.11	Form of Task Order
J.12	Form of Quote
J.13	Form of Invoice
J.14	Bid Form/Contract Rate Schedule and Property List

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Bidder/Offeror Certification Form *Attachment J.4*

K.2 **WALSH-HEALEY ACT**

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

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

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

K.3.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award up-to four (4) Contracts, one Contractor per Award Group (1) Group/contract per awardee resulting from this solicitation to the responsible offeror[s] whose offer[s] conform to the solicitation and are most advantageous to the District in consideration of cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 SELECTION OF NEGOTIATION PROCESS

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted through the standard hand-delivery method, to the Department of General Services located at the Frank Reeves Municipal Facility – 2000 14th Street, N.W. Washington, D.C. 2009. To be considered, an offeror must hand deliver the required attachments on or before the closing date and time. Telephonic, telegraphic, and facsimile proposals will not be accepted.

L.2.1.1 The Contractor's proposal submission shall include, one (1) original and four (4) copies of the written proposals, two (2) parts, titled (i) "Technical Proposal" and (ii) "Price Proposal." Each Proposal must be numbered consecutively. Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper; and submitted in three (3)-ring binders with each section (i.e., Relevant Experience and Past Performance of Team; Relevant Experience of Key Personnel; and Technology Features and Implementation Plan) separated by tabs. The official name of the firm submitting the proposal must appear on the outside front cover of each binder. Each proposal shall be submitted in a sealed envelope/package conspicuously marked: **"Proposal in Response to Solicitation No. DCAM-19-NC-RFP-0003, Comprehensive Grounds Maintenance Services"**

L.2.2 Offerors shall submit one (1) USB Flash Drive to include the Price Proposal and the Technical proposal. All attachments shall be submitted as a .pdf file, **with exception of Attachment J.14** which shall be submitted in both .pdf file and in the excel workbook.

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.2.3 *RESERVED [Intentionally Omitted]*

L.2.4 The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in **Section M** of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in **Section C**.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

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

In addition to the proposal submission requirements in **Section L.2** above, the offeror must submit an electronic copy of its proposal, *redacted* in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 **PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

L.4.1 **Proposal Submission**

It is solely the offeror's responsibility to ensure that its proposal is hand-delivered in sufficient time to arrive to the Department before the closing time.

L.4.1.1 Proposals must be submitted no later than [2:00 P.M. EST Friday, April 5, 2019.](#) Proposals, modifications to proposals, or requests for withdrawals that are received by

the Department, in writing after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.4.1.2 Telephonic, telegraphic, and facsimile proposals will *not* be accepted or considered for award.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question via email to the Contract Specialist of record, Domonique L. Banks at domonique.banks@dc.gov. The prospective offeror should submit questions *no later Friday, March 22, 2019, no less than fourteen (14) days prior to the closing date and time indicated for this solicitation.* The District may not consider any questions received less than fourteen (14) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors via addendum to the RFP posted on the Department of General Services Solicitation web page at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral

explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.7.1 These rates shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover all of the cost necessary to provide services including, but not limited to, all labor, supplies, materials, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, home office overhead, profit, insurance coverages and provisions as required in **Section [I.14]** and all else necessary to perform all work described hereunder including all applicable year-over-year service cost increase due to market variable sand US Department of Labor Wage Determination and D.C. Living Wage increase

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial

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

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in **Section [I.8]** to:

GEORGE G. LEWIS, CPPO C/O DOMONIQUE L. BANKS

Associate Director | Contracts and Procurement Division
DC Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
RE: DCAM-19-NC-RFP-0003

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date

and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offerors;

L.15.1.1 Each Offeror should provide the following information for the principal grounds' maintenance and landscaping firm and its subcontractors, if any.

- A. Name(s), address(es), and role(s) of each firm (including all sub-contractors)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. The size and condition of such bidder's facilities/warehouse storing vehicles, equipment and supplies required for the Services.
 - v. Areas of specialty/concentration
 - vi. Current firm workload(s) related to grounds maintenance and landscaping for the next six months. This should include a listing of all contracts/obligations that the Offeror has with respect thereto for the 2019-2020.
 - vii. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any such contracts that resulted in litigation or arbitration between the Offeror and third parties. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the Contractor.

- ii. Resumes for each Key Personnel on the team, including definition of that person's role, relevant experience, and anticipated workload during the next year.

D. Sufficient proof or evidence that it has the following:

- i. An existing fleet of vehicles, equipment and supplies required to perform the Services hereunder (or a meaningful letter/agreement of commitment from a financing or rental company that confirms such bidder's ability to have available such vehicles, equipment and supplies during each Contract Year);
- ii. Sufficient working capital to perform all of the Services including, without limitation, pay laborers, purchase or lease vehicles, equipment and tools, and purchase supplies (or meaningful evidence of such bidder's ability to obtain sufficient financing from a lender/funding institution to cover its working capital needs); and
- iii. The necessary manpower to perform the Services (or the ability to retain such manpower during each Contract Year).

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the

prospective contractor must submit relevant documentation within five (5) days of the request by the District.

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

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

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 **SPECIAL STANDARDS OF RESPONSIBILITY** *RESERVED [Intentionally Omitted]*

L.19 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **10:00 A.M. on Wednesday, March 20, 2019** at the Frank Reeves Municipal Building on the ___ floor in the ___ Conference Room, located at 2000 14th Street, N.W. Washington, D.C. 20009. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later Friday, March 22, 2019 as indicated in **Section [L.5]**, fourteen (14) days prior to the proposal submission deadline in order for the Department to generate an official answer. The District will furnish responses in accordance with Section L.5 via addenda issued to the RFP and posted the Departments Solicitation web-page. Amendments to the solicitation are issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.20 KEY PERSONNEL

L.20.1 In accordance with **Section [C.5.8.2]** of the Scope of Work, the District considers the following positions to be key personnel for this contract:

4. **Project Manager (PM)**: shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of all Services. The PM shall have (i) a minimum of (3) three years' experience in the delivery of grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver the grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein. The PM shall be proficient in writing and speaking English.
5. **Field Supervisors/Crew Leaders**: shall have a minimum of (2) two years of practical experience with providing grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein.
6. **Dispatcher**: shall serve as the COTR's primary point of contact for dispatching crews and equipment. This person shall possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react

and deliver under the pressure of emergency conditions. This individual shall be proficient in writing and speaking English.

L.X.2

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

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

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

M.3.1 Relative Importance of Each Factor and Subfactor. Among the evaluation factors considered in the evaluation process, there are additional subfactors considered, when combined are significantly more important than cost or price

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

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

TECHNICAL EVALUATION FACTORS	POINTS
Factor A: Relevant Experience and Past Performance of Contractor and its Team	20
Factor B: Relevant Experience of the Contractor's Proposed Key Personnel & Staffing	20
Factor C: Daily Operations Management Plan	40

M.3.1.1 Relevant Experience and Past Performance of the Contractor and its Team (20 points)

The Department desires to engage a Contractor with a minimum of two (2) years relative experience providing grounds maintenance and landscaping services for multi-asset property portfolios (whether commercial or municipal in nature) in the Greater Washington DC area, that are similar in nature, scope and complexity as the service requirements identified in **Section [C]** – Scope of Work. Offerors will be evaluated based on their demonstrated experience with: (i) performing grounds maintenance and landscaping services for such multi-asset property portfolios over the past two (2) years; (ii) supervising multiple work crews; (iii) experience with, and knowledge of, grounds maintenance/landscaping operations and equipment; and (iv) access to the necessary vehicles, equipment and labor to implement and perform the necessary

services to determine if the offeror provides a sound, compliant approach that meets the requirements of the SOW, and demonstrates a thorough knowledge and understanding of those requirements and their associated risks.

The past performance assessment will assess the confidence in the offeror's/joint venture member's ability (which includes, if applicable, the extent of its critical subcontractors' involvement) to successfully accomplish the proposed effort based on the offeror's demonstrated present and past work record. A critical subcontractor is defined as any subcontractor providing support for technical compliance which represents a significant out-sourced capability. The Government will evaluate the offeror's/the critical subcontractors' demonstrated record of contract compliance in supplying services and products and that meet users' needs, including cost and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. For purposes of this evaluation, recency is defined as active or completed efforts performed within the past three (3) years from the issuance date of this solicitation. The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent submitted contracts, but the Government is not bound by the offeror's opinion of relevancy.

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

The Department desires that the Contractor's Key Personnel assigned to this project will have experience in performing the Services contemplated by this RFP including **Section C.5.8.2** hereof. The availability and experience of a Contractor's Key Personnel (and other key staff) assigned to this contract will be evaluated as part of this element. Proposals should identify, at a minimum: (i) the Project Manager, the Field Supervisors/Crew Leaders and the Dispatcher as contemplated by **Section C.5.8.2** hereof; and (ii) resumes for each other key staff member on the team, detailing each person's role, relevant experience, and anticipated workload during the Contract Term.

The Offeror's personnel must have the experience and, to the extent applicable, licenses to perform the required work. Toward that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. The positions listed below are considered to be key personnel "**Key Personnel**". The Contractor shall provide staff who, at a minimum, meet the listed qualifications.

- 1. Project Manager (PM):** shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of all Services. The PM shall have (i) a minimum of three (3) years of experience in the delivery of grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver the grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein. The PM shall be proficient in writing and speaking English.

2. **Field Supervisors/Crew Leaders**: shall have a minimum of three (3) years of experience with providing grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein.
3. **Dispatcher**: shall serve as the COTR's primary point of contact for dispatching crews and equipment. This person shall have (i) a minimum of two (2) years of experience of dispatching crews and equipment providing grounds maintenance and landscaping services similar in nature, scope and complexity as the Services described herein, or (ii) possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. This individual shall be proficient in writing and speaking English.

M.3.1.2 **Daily Operations Management Plan (40 points)**

Offerors are required to submit a Daily Operation Plan along with their proposals. The Daily Operation Plan should clearly explain how the Offeror will manage the large volume of work contemplated by this RFP. It should clearly demonstrate its knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, this Daily Operation Plan should identify the following:

- (i) **Key Personnel** and their specific roles in managing the Project;
 - a. a description of the Offeror's workforce and how its crews will be mobilized so as to ensure that sufficient workers will be available
- (ii) **Vehicle, Equipment & Supplies** description and availability to the Offeror, along with a description of where equipment and supplies will be stored for ease of deployment;
 - a. An acceptable plan will describe an effective process its controls set to safeguard and expedite from receipt of a government order to delivery. The plan must include all elements necessary and the times associated with meeting the government's requirements per the SOW.
- (iii) **Quality Control Plan (QCP)**, as must identify an acceptable approach and those actions employed to ensure compliance with product quality and control standards in the SOW. Describe in detail how the Contractor will assure the task are complete timely and to the service level standards identified in the SOW. Provide effective measures for HAZMAT handling and procedures that demonstrate compliance with federal, state, and local laws and regulations; and procedures that are tailored to support these services in accordance with the overall SOW and as outlined in **Section C.4.6.1.3**.
- (iv) **Risk Management** include an acceptable plan that clearly identify and address specific risks that may impact this program and its successful implementation and long-term management. The plan must demonstrate the ability to identify

specific quantitative and qualitative risks and effective mitigation strategies that demonstrate the clear ability to ensure uninterrupted performance at the required level service. The plan must also provide detail regarding subcontractor and vendor management that encompasses the entire population of properties.

- (v) **Transition of Services** an acceptable transition plan must identify all actions required for successful implementation of this contract in accordance with the SOW including phase-in and contract close-out, phase-out services. The transition plan must provide dates after receipt of award, significant actions, identify actions that may require Government support, and completion of all actions with a specific date for the beginning of acceptance of orders from the Government. An acceptable implantation plan will include how the daily operations plan will be established, implemented and regulated throughout the contract life to close-out.
- (vi) **Customer Service** an acceptable plan will identify the means by which customer service is to include but not limited to timely response to standard and supplemental service request and or complaints regarding service. The customer service plan shall also address how the offeror will ensure the availability of crews, timely completion of SalesForce ticket close out procedures and the Contractors overall methodology and approach to provide world-class customer service.

M.3.2 PRICE CRITERION (20 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times \text{weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response

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

M.5.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

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

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

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

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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