

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES
Request for Proposal (“RFP”)
DCAM-19-NC-RFP-0006

This solicitation is being set-aside for Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as Small Business Enterprises (SBEs).

Comprehensive Facility Condition Assessment and Space Utilization Studies

Issue Date: April 15, 2019

Pre-Bid Conference: April 18, 2019, 1:00 p.m. EST
2000 14th Street, NW,
6th Floor, DPW Large Conference Room at the Reeves Center
Washington, DC 20009

Last Day for Questions April 23, 2019

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Proposal Due Date: Monday, May 6, 2019 11:00 a.m. EST

Delivery Location: Department of General Services
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SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Government (the “District”), acting by and through *its The Department of General Services* (“DGS” or the “Department”), Division of Contracts and Procurement, collectively the “District”, is seeking multiple contractors to prepare *Comprehensive Facility Condition Assessment and Space Utilization Studies* (“the evaluation” or “the FCA”) for various District of Columbia owned and or operated facilities. This work shall consist of collecting and providing documented data to define and determine the short and long-term level of capital reinvestment needed to maintain the subject facilities as safe, reliable, functional and more energy efficient government assets. The evaluations shall provide objective, analytical findings and recommendations that optimally meet the identified needs; producing both a physical plan of action as well as the basis of an estimated, recommended budget, to satisfy those needs. The District will use the information from the evaluation to determine future capital funding needs, space needs and to identify future physical repair, replacement and upgrade projects.

The awarded Contractors shall provide all supervision, labor materials, tools, supplies, vehicles, lifts, equipment, transportation, travel and all home office overhead to ensure effective performance of these services prescribed herein for a Base Period (“BP”) and up to four (4) one (1) year Option Years (“OY”).

B.2 **CONTRACT TYPE**

In accordance with 27 DCMR Chapter 2416 Term Contracts, the District contemplates award of multiple Indefinite Delivery, Indefinite Quantity term type contracts (“IDIQ”) based on *firm-fixed, full-loaded per square foot service rates*. These IDIQ contracts (“Contract”) are for the services specified and effective for the period stated.

B.2.1 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, **Section [G.5]**. The Contractors shall furnish to the Department, when and if ordered, the services specified in the price schedule **Section [B.3]**, up to and including the maximum aggregate amount of \$4,000,000.00 in total fixed price services under **CLINs 0001 through CLIN 0006**. *The Department will order, and the Contractor shall deliver, at least the minimum of \$250.00 in firm-fixed, full-loaded per square foot service rates and the Department may order a maximum of \$4,000,000.00 of all services during the Base Period and each of the additional Option Year, respectively.*

B.2.2 There is no limit on the number of orders that may be issued. The Department may issue orders requiring performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel any order(s).

B.2.3 Any order(s) 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(s). The Contract shall govern the Contractor’s and Department’s rights and obligations with

respect to any and all order(s) to the same extent as if the order(s) were completed during the Contract's effective period.

B.3 **AGGREGATE GROUP OR INDIVIDUAL ITEM - *RESERVED [Intentionally Omitted]***

B.4 **PRICE SCHEDULE / COST SCHEDULE**

B.4.1 **Base Period**

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
0001	Facility Condition Assessment Section(s) [C.1.7.1], [C.1.7.6], [C.1.7.8], [C.1.7.13]		20,000	No Maximum	\$ -
0002	FCA for Site Component area and outdoor amenities (always integral to core components) Section(s) [C.1.7.7]		100,000	No Maximum	\$ -
0003	FCA for Life Safety and Security Component (if requested separate from Core Components Only[1] Section(s) [C.1.7.12]		20,000	No Maximum	\$ -
0004	FCA for Energy Audit Component (if performed integral to core components) Only Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
0005	FCA for Energy Audit Component (if requested separate from Core Components Only) Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
0006	Computer Aided Design Drawings Section(s) [C.1.9] No guarantee; Ad hoc (assume 1 bldg. w/site)		75,000	No Maximum	\$ -

B.4.2

Option Year One (OY1)

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
1001	Facility Condition Assessment Section(s) [C.1.7.1], [C.1.7.6], [C.1.7.8], [C.1.7.13]		20,000	No Maximum	\$ -
1002	FCA for Site Component area and outdoor amenities (always integral to core components) Section(s) [C.1.7.7]		100,000	No Maximum	\$ -
1003	FCA for Life Safety and Security Component (if requested separate from Core Components Only[1] Section(s) [C.1.7.12]		20,000	No Maximum	\$ -
1004	FCA for Energy Audit Component (if performed integral to core components) Only Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
1005	FCA for Energy Audit Component (if requested separate from Core Components Only) Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
1006	Computer Aided Design Drawings Section(s) [C.1.9] No guarantee; Ad hoc (assume 1 bldg. w/site)		75,000	No Maximum	\$ -

B.4.3

Option Year Two (OY2)

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
2001	Facility Condition Assessment Section(s) [C.1.7.1], [C.1.7.6], [C.1.7.8], [C.1.7.13]		20,000	No Maximum	\$ -
2002	FCA for Site Component area and outdoor amenities (always integral to core components) Section(s) [C.1.7.7]		100,000	No Maximum	\$ -
2003	FCA for Life Safety and Security Component (if requested separate from Core Components Only[1] Section(s) [C.1.7.12]		20,000	No Maximum	\$ -
2004	FCA for Energy Audit Component (if performed integral to core components) Only Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
2005	FCA for Energy Audit Component (if requested separate from Core Components Only) Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
2006	Computer Aided Design Drawings Section(s) [C.1.9] No guarantee; Ad hoc (assume 1 bldg. w/site)		75,000	No Maximum	\$ -

B.4.4

Option Year Three (OY3)

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
3001	Facility Condition Assessment Section(s) [C.1.7.1], [C.1.7.6], [C.1.7.8], [C.1.7.13]		20,000	No Maximum	\$ -
3002	FCA for Site Component area and outdoor amenities (always integral to core components) Section(s) [C.1.7.7]		100,000	No Maximum	\$ -
3003	FCA for Life Safety and Security Component (if requested separate from Core Components Only[1] Section(s) [C.1.7.12]		20,000	No Maximum	\$ -
3004	FCA for Energy Audit Component (if performed integral to core components) Only Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
3005	FCA for Energy Audit Component (if requested separate from Core Components Only) Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
3006	Computer Aided Design Drawings Section(s) [C.1.9] No guarantee; Ad hoc (assume 1 bldg. w/site)		75,000	No Maximum	\$ -

B.4.5

Option Year Four (OY4)

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
4001	Facility Condition Assessment Section(s) [C.1.7.1], [C.1.7.6], [C.1.7.8], [C.1.7.13]		20,000	No Maximum	\$ -
4002	FCA for Site Component area and outdoor amenities (always integral to core components) Section(s) [C.1.7.7]		100,000	No Maximum	\$ -
4003	FCA for Life Safety and Security Component (if requested separate from Core Components Only[1] Section(s) [C.1.7.12]		20,000	No Maximum	\$ -
4004	FCA for Energy Audit Component (if performed integral to core components) Only Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
4005	FCA for Energy Audit Component (if requested separate from Core Components Only) Section(s) [C.1.7.14]		20,000	No Maximum	\$ -
4006	Computer Aided Design Drawings Section(s) [C.1.9] No guarantee; Ad hoc (assume 1 bldg. w/site)		75,000	No Maximum	\$ -

B.5

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

This RFP is designated only for certified small business enterprises (“SBEs”) 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. Thus, **ONLY Bidders that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as SBEs at the time of the Bid Due Date are eligible.**

IMPORTANT NOTICE: The Department will notify Bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda to this IFB posted on the Department of General Services, Contracts & Procurement website. It is each potential Bidder’s responsibility to frequently visit DGS’ Contracts & 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 prepare Comprehensive Facility Condition Assessments (“FCAs”) with associated data to be uploaded and function as the source for the District Department of General Services’ (“DGS”) development of a comprehensive repair, alteration, and improvement program for District facilities. The Assessment and analytical data will enable the District to plan, manage and analyze data utilizing a single platform. This will enhance the District’s ability to develop short, intermediate, and long-term capital improvement strategies based on stakeholder needs and will provide for a cost-effective operation of the facility based upon the prioritization code for each identified element or component in the study.

C.2 APPLICABLE DOCUMENTS

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

ITEM NO.	DOCUMENT TYPE	TITLE	DATE
1	DC Code	D.C. Code 10-551.05(a)(2)	Most recent
2	ASTM Standards	American Society for Testing and Materials, ASTM E2018-15, Standard Guide for Property Condition Assessments (PCA): Baseline Property Condition Assessment Process https://www.astm.org/Standards/E2018.htm	Most recent
3	ADA	AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED, Facility Access, Title II provisions	Most recent
4	ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, ASHRAE Level 1 Audit (Walk-through analysis) <small>2015 ASHRAE Handbook – HVAC Applications, Chapter A36, AN-92-13-1 – A Guide for Analyzing and Reporting Building Characteristics and Energy Use in Commercial Buildings, ASHRAE, 1992, Mazzucchi, R.P.</small>	Most recent
5	CADD Drawings	National Institute of Building Sciences, NIBS National BIM (Building Information Modeling) Guide for Owners, “Existing Conditions”; United States National CAD Standard – V6	Most recent
6	LEED	United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) v4 BD+C (Building Design and Construction)	Most recent

C.3 DEFINITIONS

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

C.3.1 4tell™

The Capitol Asset Performance software platform on which all DGS's Facility Condition Asset information sits.

C.3.2 Costing

Costing is reported following the ASTM 2018-15 Guidelines Section 9, "Opinions of Costs to Remedy Physical Deficiencies. As such, they include general-scope opinions of costs to assist the user in developing a general understanding of the physical condition of the subject property. As outlined in ASTM 2018-15, the opinion of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs will vary based on design, quality of materials, field conditions and several other factors as outlined in ASTM 2018-15. Generally, costing does not include project management, contingency, permits, hazardous material remediation (unless specifically stated on a case by case basis) and other overhead costs such as Architect and Engineering fees, profit, or other markups.

Replacement and repair costs herein are based on the two major North American Standards for facility cost estimating: Whitestone Facility Maintenance and Repair Cost Library (Costlabs); and RSMMeans. Whitestone visualizes costing from a Facility Maintenance viewpoint while RSMMeans approaches costing from a construction viewpoint. Using industry best practices, the relative strengths of each costing approach has been integrated into a unified costing guide for the condition assessment process. The quantities associated with each item have been estimated during a walk-through during the site assessment and do not represent exact measurements or quantities. Costs have been adjusted to the local Washington DC area and are stated in constant 2018 dollars. The cost guide has been utilized by the assessment team as a starting point for costing and supplemented by the assessors adjusting costs based upon experience and facility factors (such as installation design) to determine maintenance and replacement costs.

C.3.3 CRV

Current Replacement Value

C.3.4 Document Reviews and Interviews

Includes document reviews, research, and interviews to augment the walk-through survey so as to assist the consultant's understanding of the subject property and identification of physical deficiencies.

C.3.5 EUL

Expected useful life

C.3.6 Facility Condition Assessment Report (FCA Report)

The work product resulting from completing a Facility Condition Assessment is a FCA Report. The FCA Report incorporates the information obtained during the Walk-

Through Site Assessment Survey, the Document Review, and Interviews to support the 4tell™ cost estimates for components at their RUL. (ASTM calls these “Property Condition Assessments” or PCAs, or “Property Condition Reports” or PCRs).

C.3.7 Facility Condition Index (FCI)

The FCI is the ratio of accumulated Total Cost (TC) (Deferred Maintenance, Capital Renewal and Plant Adaptation) to the Current Replacement Value (CRV) for a constructed asset calculated by dividing the TC by the CRV. The range is from zero for a newly constructed asset, to one for a constructed asset with a TC value equal to its CRV. Acceptable ranges vary by “Asset Type”, but as a general guideline the FCI scoring system is as follows:

$$\text{FCI} = \frac{\text{Deferred Maintenance} + \text{Capital Renewal} + \text{Plant Adaptation (TC)}}{\text{Current Replacement Value of the Facility(s) (CRV)}}$$

C.3.8 Life Cycle

There are various approaches for determining an elemental component’s service life such as a “modeling” approach where an industry standard expected useful life (EUL) is added to a component’s date of installation resulting in a modeled or calculated expectation of replacement for that item. The methodology used in Hayat Brown LLC’s reported value for the expected replacement of an elemental component is a field assessed opinion of remaining useful life (RUL). Observed RUL takes into account a field assessor’s observation of the elemental component along with other factors such as maintenance records or observed measurable parameters.

C.3.9 Physical Deficiencies

In defining good commercial and customary practice for conducting a baseline FCAs, the goal is to identify and communicate physical deficiencies to a user. The term physical deficiencies mean the presence of conspicuous defects or material deferred maintenance of a subject property's material systems, components, or equipment as observed during the assessor’s walk-through survey. This definition specifically excludes deficiencies that may be remedied with routine maintenance, miscellaneous minor repairs, normal operating maintenance, etc., and excludes conditions that generally do not present material physical deficiencies of the subject property.

C.3.10 Planning Horizon

Since the life cycles of many elemental components exceed industry standard cash flow proformas, Hayat Brown LLC’s FCA Report only includes a timeframe of importance to an Owner’s immediate cash flow planning. In the case of this report, DGS requested a planning horizon window of 10 years. The Planning Horizon years and remaining useful lives (RULs) as defined in this report’s approach are summarized in the table below:

Planning Horizon	Remaining Useful Life (RUL)
Year 1 - "Immediate" or "Current"	0
Year 2	1
Year 3	2
Year 4	3
Year 5	4
Year 6	5
Year 7	6
Year 8	7
Year 9	8
Year 10	9

C.3.11 RUL
Remaining useful life.

C.3.12 Survey Information Resulting in Plant Adaptation Recommendations
These are methodical questions based upon defined industry or Owner standards resulting in a general costing amount that gives an Owner a cash expenditure to plan on within proformas.

C.3.13 Walk Through Site Assessment Survey
The walk-through survey identifies the subject property's elemental components, conditions, RULs, and replacement costs at RUL.

C.4 BACKGROUND

The enabling legislation that established the Department of General Services in September of 2011 requires that the inventory of the District shall be assessed on a regular basis. This legislation, **D.C. Code 10-551.05(a)(2)**, requires the following:

- Facility condition assessments, which shall contain a proposed or actual annual budget for maintenance and deferred maintenance, and a detailed description and estimate of any needed repairs; and
- The Department shall maintain a facilities condition assessment of all District-owned assets under the control of the Mayor on a rolling basis of over 5 years.

This contract increases the Department’s capacity to perform these FCA’s.

In addition to fulfilling the national ASTM 2018-15 standard for FCA’s, our data has been enhanced to fulfill specific capital planning and facility information requirements. **With the advent of the PACE (Planning Actively for Comprehensive Education) Legislation in 2016, the type of data reported in the FCA’s has been enhanced. With the advent of CARSS (Capital Asset Resource Scheduling System), the quantity and types of data collected has been expanded.**

The contract seeks cost elements for several categories of data, so that the District can augment its data as necessary. Categories beyond the core Facility Condition Assessment for which we are asking separate pricing include the following:

- Site Components
- Life Safety and Security
- Energy Audits
- Computer Aided Design Drawings (CADD)

C.5 REQUIREMENTS

C.5.1 The Contractor shall provide a complete and thorough visual, non-destructive Assessment of the entirety of each facility (exterior and interior), grounds, components, and building systems. The Contractor shall utilize the ASTM standards (“ASTM E2018-15”) for preparing property condition Assessments. The Contractor shall be required to perform the Assessments during the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, unless previously arranged and otherwise provided in writing by the Contracting Officers Technical Representative (“COTR”).

C.5.2 The Contractor shall determine the remaining useful life (“RUL”) of each of the building components. The Contractor shall provide a preventative maintenance schedule and cost estimates to extend the useful life of assets. The Contractor shall provide a plan to strategically and efficiently reduce the current backlog of deferred capital and routine maintenance projects. The Contractor shall determine the Facility Condition Index (“FCI”) of each facility, for the year of the assessment, and the subsequent ten years.

C.5.3 The Contractor shall use the findings from the FCAs to determine the timing and extent of required capital and maintenance expenditures required over the next ten (10)-years. The Contractor shall use engineering judgment to determine the most cost-effective repair and replacement options to correct all defects observed and defective conditions or lifecycle replacement repair and replacement projects anticipated over the ten (10)-year study period. The Contractor shall provide detailed cost estimates for the repair and replacement projects required.

C.5.4 The Contractor shall use 4tell™ Capitol Asset Performance software or a similar, equivalent tool to collect facility assessment and analytical data so that District can plan, manage and analyze data on a single platform. The Department has standardized its Facility Condition Assessment Data on the 4tell™ platform, and requires that all data collected be uploaded to 4tell™. If the contractor does not currently license 4tell™ software, the Department can, upon request, provide assessors with access to the software necessary to perform assessments in accordance with this Scope of Work. If the contractor intends to utilize a different facility assessment and analytical data tool, the contractor shall provide a thorough explanation of how they will meet all requirements of the contract, including how the contractor will upload all data to 4tell™, how Quality Assurance/Quality Control procedures will be implemented and how the contractor will validate that data is uploaded into 4tell™ correctly.

C.5.5 The Contractor shall produce diagrammatic floor plans for each floor of each facility to show dimension, space usage and furniture layout in sufficient detail to allow the District to determine building and footprint size, use characteristics and space utilization. Additionally, the contractor will produce a diagrammatic site plan to show the grounds associated with each facility delineating any associated hardscape, parking lots, mowable grass areas, playgrounds and athletic fields (indicate synthetic or natural grass). This is a core requirement but does not constitute full Computer Aided Design Drawings (CADD). If CADD drawings are requested – in writing – such drawings shall conform to the requirements outlined in **Section [C.5.9]**, below.

C.5.6 Assessments

C.5.6.1 The Contractor shall research the nature of the project, such as building systems, grounds, utilities, support systems, other building components, building requirements, etc. Review all documentation both at the site and at the District office. The District will make available to the Contractor all pertinent legacy documentation it is able to provide in electronic format or hard copy. These may include drawings, assessment reports, and other data. The Contractor should; however, presume that no documentation is available. Furthermore, the Contractor shall verify the accuracy of all historical information provided by the Department before relying on said data. Data must be collected from direct measurements and observations of buildings and must be based on Contractor’s own efforts. All materials provided are for information only and the Contractor shall verify all field conditions. The Contractor is responsible for the accuracy of all statements made in submissions.

C.5.6.2 The Contractor shall conduct a field survey of identified facilities or structures for the purpose of updating and validating existing architectural floor plans. The Contractor shall be required to identify facility status data (age, historical status, construction type, square footage, materials, user/tenants, and functional areas such as offices, mechanical/electrical rooms, etc.); architectural floor plans; and site plan/general development map data (surface man-made site features, and real estate boundary maps). These tasks shall involve coordinating with the District representatives to obtain existing electronic or hardcopy architectural and site development drawings, existing facilities condition assessment reports and other related facilities inventory data.

C.5.6.3 The Contractor shall conduct a physical assessment to include a limited non-intrusive visual assessment of the buildings, grounds and their components. It is expected that all aspects of the buildings will be made available, including but not limited to, the roof, interior and exterior areas, mechanical, electrical rooms and common areas. Confined spaces or hazardous areas are not expected to be assessed. Flat roofs with safe access are considered accessible; however, sloped inaccessible roofing or roofing that is considered unsafe without the use of personal protective equipment will not be required to be accessed.

C.5.6.4 During the Assessment for each building, the Contractor shall utilize the 4tell™ or similar tools to collect and upload facility-related data for the specific 4tell™ data elements to be collected. If the contractor intends to utilize a different facility assessment tool or methodology, the contractor shall provide a thorough explanation of

how they will meet all requirements of the contract using their proposed methods and tools. If the contractor does not currently license 4tell™ software, DGS can, upon request, provide assessors with access to the software necessary to perform assessments in accordance with this Scope of Work. The Contractor is responsible for ensuring that the data sets are accurate and consistent.

C.5.6.5 The Contractor shall identify and categorize each major component for predictive maintenance, testing and/or inspection, preventative maintenance, emergency maintenance and/or routine maintenance needs. The Contractor shall prioritize necessary repair, renovation and or replacement actions with the estimated costs by the projected year in a format consistent with the requirements of the District.

C.5.7 Component Elements

All Facility Condition Assessments (FCAs) will include the Core Component Elements of **Sections [C.5.7.1] through [C.5.7.13]**.

All FCA's shall include the Building Site Improvements (Outdoor Amenities) Components **Section [C.5.7.7]**. However, this element will be calculated as described in **Section [C.7.3.2]**. A separate line item is required for these, **CLIN 0002**.

All FCA's shall include the Life Safety and Security Component Element as part of the Core Component Elements, **Section [C.5.7.12]**. However, the contractor shall provide a cost for performing this element if asked to provide it separate from a full FCA. See **CLIN 0003**.

Only if directed will FCA's include the Component Element, **Section [C.5.7.14]** Energy Audit. The contractor shall provide a cost for performing this element as an integral part of performing the FCA **CLIN 0004**, but also if asked to provide it as a stand-alone assessment element from a full FCA **CLIN 0005**.

C.5.7.1 Substructure

The elements shall include but are not limited to; the foundations, slabs on grade, basement excavation and walls. The Contractor shall visually evaluate the accessible below grade components for signs of distress (cracking, displacement, insect infiltration, etc.) and document findings with photos.

C.5.7.2 Core and Shell

The elements shall include the superstructure (floors, bearing walls, columns, beams, roofs and related structures); exterior closure (exterior walls, windows and doors); and roofing. The Contractor shall visually evaluate the accessible shell components and ancillary elements for signs of distress and document findings with photo logs. This will include cracking, displacement, and connection adequacy, continuity of flashing and seals, and evidence of other types of distress. The Contractor shall check for flashing and connections for proper drainage on walls and check for condition and proper placement of expansion joints. For roofing, Contractor shall access the roof to visually observe the condition of the roof system and any accessories and details. The Contractor shall observe flashing and penetration details for condition and conformance with accepted practice.

C.5.7.3 Interiors

The elements shall include interior partitions, doors, and specialties such as toilet accessories, lockers, storage shelving, etc. Stairways and finishes; and interior finishes such as paint and other wall finishes, flooring, and interior ceiling finishes and systems. The Contractor shall visually evaluate the condition of interior finishes, and document findings with photos.

C.5.7.4 Building Equipment and Systems

The elements shall include the Conveyor systems (elevators, and other vertical transportation and conveying systems), plumbing systems (fixtures, domestic water distribution, sanitary waste, rain water drainage and special plumbing systems such as gasoline dispensing, compressed air, etc.); HVAC Systems; heat generation, rejection, distribution and transfer systems; HVAC controls and instrumentation; and other HVAC support elements; Fire Detection and Suppression Systems (alarm systems, monitoring systems, sprinkler systems, standpipe and hose systems, pumps, fire protection specialties, and special fire suppression systems); Electrical Systems (service and distribution, feeder type (aluminum or copper), lighting and branch wiring, communications and security systems, emergency generators, UPS systems, and electrical controls and instrumentation). Include service points, meters and capacities for all utilities. The Contractor shall visually evaluate the conditions of service, and document findings. For conveying systems, the Contractor shall review the maintenance records and available reports on equipment and evaluate the performance and anticipated service life of the systems. The Contractor shall also evaluate equipment for code compliance. For plumbing, HVAC and electrical systems, the Contractor shall observe the age, condition, and adequacy of capacity and status of maintenance of these systems and document their findings.

C.5.7.4.1 Barcoding

In addition, the Contractor shall apply a unique identifier label to each asset (barcode label as provided by DGS) and associate the asset findings to the unique identifier label.

C.5.7.5 Equipment and Furnishing

The elements shall include fixed components of the structure, and non- movable furnishings, office or support equipment. Representative examples include security vaults, commercial laundry equipment, fixed audio-visual equipment, parking control equipment, kitchen and food service equipment, fixed casework and seating etc. The distinction for most equipment is whether it is attached, hard wired or plumbed directly to the building itself. The Contractor shall visually evaluate and note condition of fixed equipment and furnishings, and document findings with photo logs. List of equipment indicating make, manufacturer, rating/capacity, year of manufacture, and location installed shall also be provided in a tabular form.

C.5.7.6 Other Building Construction

The elements shall include special structures and systems that include special security systems, incinerators, kennels, storage tanks, building automation systems, special purpose rooms, etc. The Contractor shall visually evaluate and note the condition of these other building systems and document findings with photos.

C.5.7.7 Building Site Improvements (Outdoor Amenities)

The elements include grading and drainage; slope stabilization, protection and erosion control; roadways and parking lots (pavement, curb, gutter and appurtenances), pedestrian paving (sidewalks, exterior steps, etc.), site development (fences and gates, recreational facilities, exterior furniture, bridges, flag poles, exterior signage, lighting, etc.), and landscaping (plantings, irrigation systems, etc.). The Contractor shall visually evaluate and note the condition of site improvements, and document findings. For grading and drainage, the Contractor shall observe the site systems for removal of storm water and identify any that appear under-capacity or distressed. Also, the Contractor shall evaluate the site with respect to flood potential. The Contractor shall review and document the condition of pavements, curb and gutter, sidewalks and plazas, retaining walls, fences, signs, landscaping and irrigation and present findings with photos.

C.5.7.7.1 Grounds Condition Assessment

The elements shall include a visual survey with reference points on each site plan indicating the approximate square footage area of hardscape (sidewalks, exterior steps, pavement, etc.), parking lots, and mowable grass areas. Additionally, approximate locations of any playgrounds (including photos of playground informational and age-usage signage, as applicable) and or any associated athletic fields should be clearly marked on the site plan indicating either a synthetic or natural turf material and document all findings with photos.

C.5.7.7.2 Compensation for Building Site Improvements

Compensation for **Sections [C.5.7.7]** and **[C.5.7.7.1]** will be calculated as per **Section [C.7.3.2]**, below.

C.5.7.8 ADA (Americans with Disabilities Act) Accessibility

The Contractor shall evaluate Interior and exterior elements, that could present external or internal barriers to accessibility by disabled persons. The Contractor shall conduct a thorough site review to determine major barriers into the buildings, through the buildings, to restroom facilities, and to other service areas within the buildings. The Contractor shall also review and document ADA compliance requirements per applicable building code for each different type of facility.

C.5.7.9 Access Control

The Contractor shall conduct a review of all potential points of access and determine and document effectiveness of access control including but not limited to doors and windows, including hardware and other components; intrusion detection systems and access control. The Contractor shall identify a pattern in faulty hardware system and controls.

C.5.7.10 Hazardous Materials

The Contractor shall identify suspected hazardous materials such as building components and stored materials suspected to contain hazardous materials e.g., asbestos, lead, petroleum products, etc. for further study and analysis.

C.5.7.11 LEED Analysis

The Contractor shall conduct an assessment for design and installation of green roof systems to support Low Impact Development solutions. The Contractor shall visually assess existing roof structure, subsurface components, drainage system and structural load limits. The Contractor shall provide recommendations and associated costs for achieving and maintaining the District's goals with regard to LEED Silver Certification of the USGBC. The Contractor shall also provide simple recommendations and associated costs for achieving and maintaining DGS's goals with regard to LEED Gold Certification of the USGBC.

C.5.7.12 Life Safety and Security

The Contractor shall collect data that supports the DGS Protective Services Division (PSD) Threat Management Section (TMS). This includes an FCA level, thorough visual, non-destructive assessment of Sections (A.1.5) – (A.1.10) of the "TMS/PSD Building Security Assessment Specifications / Work Statement, Section (A), attached hereto as *Attachment J.15*. This includes:

- i. Interior/Exterior Camera Coverage (A.1.5) (Numbers, locations, types and conditions)
- ii. Identification of Intrusion Detection Systems (IDS) Coverage and Monitoring (A.1.6) (Numbers, locations, types and conditions)
- iii. Exterior/Interior Site Lighting Coverage (A.1.7) (Numbers, locations, types and conditions)
- iv. Fences, Bollards or other Defensive Measures (A.1.8) (Numbers, locations, types and conditions)
- v. Emergency Generator Protection and Emergency Power for Security Systems (A.1.9) (Numbers, locations, types, conditions and whether in locked/secured area)
- vi. Security of Critical Infrastructure Areas (A.1.10) (Numbers, locations, types, conditions and whether in locked/secured area)

In addition, the Contractor shall evaluate the current ability of the lower-level wall/window systems' performance with respect to blast shrapnel protection. A safety / security review to determine and document hazards and needed improvements in all areas of the building and surrounding site shall be conducted and provide supportive findings with photos. Thoroughly examine the adequacy of the installed fire protection and prevention systems and recommend necessary upgrades or modernization. Identify buildings that are grandfathered or covered under current District of Columbia Building Codes.

C.5.7.13 Environmental Safety (N.I.C.)

C.5.7.14 Energy Audit

If required, the Contractor shall conduct an American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Level 1 audit, which includes an analysis of energy data, a building walk thru/assessment and a report of low and no cost operational energy efficiency measures, a section indicating what should be examined more thoroughly in the future, particularly regarding investment-grade retrofits.

C.5.8 The Contractor shall be equipped with a field computer and/or hand-held data collection device to input data for the Assessments.

C.5.9 Computer Aided Design Drawings (CADD)

If the Contractor is requested to perform CADD drawings of the facility being assessed, such drawings shall conform to the National Institute of Building Sciences (NIBS)' National BIM (Building Information Modeling) Guide for Owners. They shall conform to the Essential BIM Use of "Existing Conditions": A process in which a "geometry and information" model is developed of the existing conditions for a site and facilities on a site. Further, and CADD drawings submitted will conform to the United States National CAD Standard – V6, a product of the NIBS building Smart Alliance.

C.6 INITIAL MEETING

Within five (5) working days after the contract is executed by the Contracting Officer ("CO"), an on-site meeting to review the Scope of Work ("SOW") with the Project Manager(s) shall be conducted. The meeting shall be attended by key members of the consultants' personnel performing the assessments. The Contractor shall confirm the SOW as stated in the Contract and identify any impediments to being able to fulfill the Contract within in xxxx (x) days of Contract award.

C.6.1 Logistics

The initial meeting will address the logistics of gaining access to buildings, schedule of the work, documents and materials that are able to be provided by the District, and any other aspects related to performing the work. Such items will include, but not be limited to:

- i. Confirmed list of facilities to be assessed (if applicable)
- ii. Contact people for access to facilities
- iii. Communications protocols to facilities
- iv. Emergency communications protocols in the event that emergency conditions are found
- v. Clarification of data upload to 4tell™
- vi. Confirmation of security clearance status and necessary visible identification **Section [C.10]** of this document.

C.7 FCA REPORTS

PDF Format Reports: PDF format reports for each of the FCAs shall be submitted and formatted similarly to the "**Sample Report**" **Attachment J.14**. The contract price includes FCA Reports in electronic format only. The deliverable will be the upload of collected data into a temporary 4tell™ file destination, where the data can be tested by the District to confirm that it creates accurate reports. Upon approval by the District, the data can be "validated" for posting into 4tell™

All data collected shall be available through the 4tell™ web-based dashboard.

The Contractor shall develop FCA reports through two submissions, corresponding to 75% and 100% completion. It is important that the deliverables noted below be completed for each submission. The percentage completion is secondary in importance to the requirements specified.

- i. The facility condition assessment report shall include a thorough narrative of the subject property (current use of subject property).
- ii. A site plan of the subject property shall be included in the facility condition assessment report.
- iii. Complete chapters or significant narratives on the assessment of the component elements outlined in **Sections [C.5.7.8] – [C.5.7.13]** (ADA/Accessibility, Life Safety/Security, Access Control, Hazardous Materials, LEED Analysis and Energy Audit **Section [C.5.7.14]** if included in the Task Order.
- iv. Ten (10) year maintenance forecast.
- v. The report shall include location specific data, also known as metadata (name of neighborhood in Washington D.C., closest Metro fixed rail station, electoral subdivision or political ward, Advisory Neighborhood Commission neighborhood body).

C.7.1 The Contractor shall submit the seventy-five percent (75%) submittal within 60 days of the Task Order award. Thirty (30) days will be allowed for the District review and comments. At this stage, the Contractor shall advise the District of any more in-depth investigation needed, including the potential for destructive testing to facilitate the evaluation. The Contractor will be given written instruction by the Project Manager to proceed with the next submission, which consists of updated data.

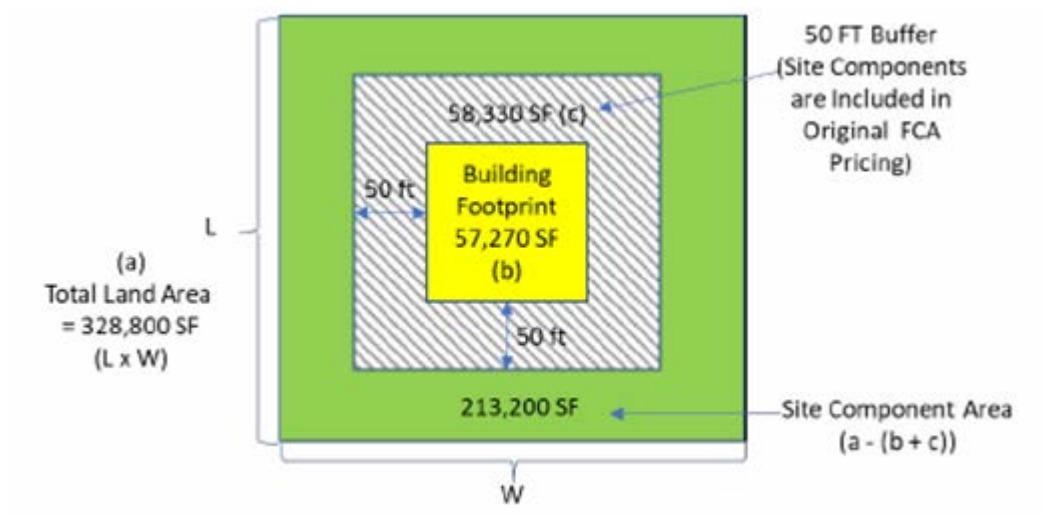
C.7.2 The Contractor shall submit the one hundred percent (100%) submittal in near complete form within forty-five (45) days of receipt of comments on the seventy-five percent (75%) submittal from the District. After review of the one hundred percent (100%) submission, the Contractor will be given instructions by the Project Manager to proceed with final submission, which will consist of the District officially posting the data.

C.7.3 **Notes Regarding the Reports:**

C.7.3.1 FCA's will be compensated on the actual square footage of the asset. Therefore, if the actual square footage is different than that indicated in the List of Facilities for that Task Order, the compensation will be adjusted to conform to the assessed square footage.

C.7.3.2 **Methodology for Determining Cost of Site Component Areas.**

To estimate the cost of site components, the site assessment team shall use the entire parcel square footage, as defined by DC Property Quest, and subtracted the building footprint square footage and an additional fifty (50) foot buffer around the building footprint, to arrive at a "Site Component Area". The area within the 50-foot buffer of the facility's footprint is considered to be part of the FCA of the building, and therefore to be included in the original FCA budget. Site area (including site amenities) located outside of the 50-foot buffer are part of the Site Component Area and are to be assessed at the rate per square foot of the **CLIN 0002** and its counterpart for subsequent years. See the illustration below for clarification.



C.8 PROJECT SAFETY

The Contractor shall ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District staff. All such construction barricades and safety procedures shall be subject to the approval of the Department and its Program Manager.

C.9 KEY PERSONNEL

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.

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. This person shall serve as the COTR's primary point of contact for dispatching crews and equipment. The PM shall have (i) a minimum of three (3) years of experience in the delivery of comprehensive facility condition assessment and space utilization studies services similar in nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver the comprehensive facility condition assessment and space utilization studies services similar in nature, scope and complexity as the Services described herein. This person shall also or (iii) possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. The PM shall be proficient in writing and speaking English.
2. **Field Supervisors/Crew Leaders:** shall have a minimum of one (1) year of experience with providing comprehensive facility condition assessment and space utilization studies services similar in nature, scope and complexity as the Services described herein.
3. **Other Subject Matter Expertise:** shall supplement the team to provide services necessary to fulfill each of the Component elements described in each of **Section**

[C.5.7], should they be required of any specific task order. Indicate how the following expertise is addressed: Architect, civil engineering, HVAC, ADA, LEED, Life Safety/Security, Energy Audit and CADD will be addressed if required for any specific task order. Expertise shall have (i) a minimum of three (3) years of experience in their respective component element. This individual shall be proficient in writing and speaking English

C.10. SECURITY REQUIREMENTS

The Contractor shall comply with all security requirements and procedures of the facility in accordance with the **Sections [C.10]** and **Section [H.10]**.

- C.10.1** The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).
- C.10.2** The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DGS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks, but the staff member shall be supervised at all times pending the results of the criminal background checks and at no time provide services to youth residences independent of supervision.
- C.10.3** The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DGS through the COTR, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DGS, which will determine the employee's suitability for continued employment.
- C.10.4** The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal background clearance, child protection registers clearance, drug and alcohol screening.
- C.10.5** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- C.10.6** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

- C.10.7** The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards (Applicable Document #1) for the products being used.
- C.10.8** The Contractor shall obtain Facility Access Badges for all staff and the staff of subcontractors, as applicable, prior to providing services: All contractors are required to obtain a contractor ID and access badge from the District. The Contractor is responsible for all costs associated with obtaining id and access credentials/badges. The Contractor shall obtain clearance and credentials by completing the following steps:
- C.10.9** Visit the Metropolitan Police Department Henry J. Daly Bldg., 300 Indiana Avenue NW;
- C.10.10** Complete a PD Form 70 (Criminal History Request) for a record check. This form is available at the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents is needed to make the request:
- i. Government Issued Photo ID, such as, Driver's License or Non-Driver's
 - ii. ID Original Birth Certificate and Social Security Card.

Pay a nominal fee if required (as of the writing of this SOW the fee was \$7.00 per Criminal History Request. It is to be paid in cash or money orders only, payable to DC Treasurer; no credit cards or personal checks);

Complete and sign the Non-Employee ID Credential Request form once Police Clearance has been obtained;

Submit the Police Clearance documentation, original ID Credential Request form and a legible copy of driver's license for each staff member to DGS for processing [Provide specifications, complete descriptions of goods or tasks or services to be performed to fulfill the requirement. The scope of work should be broken down into small sections with each section bearing a separate number. Do not use bullets or asterisks.]

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

The term of the contract shall be for a Base Period with an anticipated date of award beginning 1-July-2019, for an anticipated period of three (3) months through 30-September-2019.

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this Contract for a period of four (4), one (1)-year option periods (each an “Option Period”), 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 any Option Period 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 Period</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, full-loaded per square foot service rates for the Base Period and each subsequent Option Period, shall be as specified in **Section [B.4]** of the Contract and are firm throughout 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 five (5) 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 COTR identified in **Section [G.12.2]** in accordance with the following:

CLIN	DELIVERABLE	QUANTITY	FORMAT/METHOD OF DELIVERY	DUE DATE
0001	Uploaded FCA data and photographs	1 final per facility	Data upload confirmed via 4tell	90 days after Issuance of Task Order
0002	Uploaded FCA data and photographs	1 final per facility	Data upload confirmed via 4tell	90 days after Issuance of Task Order
0003	Uploaded FCA data and photographs	1 final per facility	Data upload confirmed via 4tell	90 days after Issuance of Task Order
0004	Uploaded FCA data and photographs	1 final per facility	Data upload confirmed via 4tell	90 days after Issuance of Task Order
0005	Uploaded FCA data and photographs	1 final per facility	Data upload confirmed via 4tell	90 days after Issuance of Task Order
0006	Uploaded FCA data and photographs	1 final per facility	Data upload confirmed via 4tell	90 days after Issuance of Task Order

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

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. 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.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice substantially in the form of *Attachment J.11 "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.12.2]** 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 Payments on Partial Deliveries of Services

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - (ii) "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.4 B.4.5]**.
 - (iii) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
 - (iv) "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.4 – B.4.5]**; and
- c) Presentation of a properly executed invoice.

G.5 ORDERING CLAUSE

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

G.5.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

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

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

G.6.1 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.6.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.6.3 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.7 THE QUICK PAYMENT ACT

G.7.1 Interest Penalties to Contractors

G.7.1.1 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.7.1.1.1 The date on which payment is due under the terms of the contract;

G.7.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.7.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.7.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.7.1.2 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.7.1.2.1 3rd day after the required payment date for meat or a meat food product;

G.7.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.7.1.2.3 15th day after any other required payment date.

- G.7.1.3** 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.7.2** **Payments to Subcontractors**
- G.7.2.1** 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.7.2.1.1** 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.7.2.1.2** 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.7.2.2** 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.7.2.2.1** 3rd day after the required payment date for meat or a meat product;
- G.7.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.7.2.2.3** 15th day after any other required payment date.
- G.7.2.3** 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.7.2.4** 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.7.3** **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.8 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 & 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
Department of General Services
2000 14th Street N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail: franklin.austin@dc.gov

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 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.9.3 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.10 CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

G.10.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor’s compliance or noncompliance with the contract. The CA 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.10.1.1 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.10.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.10.1.3 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.10.1.4 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.10.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.10.2 The address and telephone number of the CA is:

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

G.10.3 The CA 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.10.4 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:

- (1) New employees at the commencement of employment;
- (2) Existing employees; and
- (3) 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 **Sections [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 **Section [H.7.5]** 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 **Section [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 **Section [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 - *RESERVED [Intentionally Omitted]*

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor’s agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers,

and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

- H.12.2** The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.
- H.12.3** The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.
- H.12.4** 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.14.5** 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.12.6** 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.12.7** 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.12.8** **Bond Requirements**
- H.12.8.1** **Bid Bond**
- H.12.8.1.1** The Contractor is required to submit with their Proposals a bid bond in the amount of five percent (35%) of total bidding budget, in the form included *as Attachment J.16 Bid Bond*. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.
- H.12.8.1.2** 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.12.8.1.3 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.17 Bid Guaranty Certificate* and return, notarized, with the Contractor's Proposal.

H.12.8.2 Payment and Performance Bond

H.12.8.2.1 In addition to the Proposal Bid Bond required by **Section [H.12.8]**, the Contractor will be required to post a Payment and Performance Bond *Attachment J.18* having a penal value equal to the contract period total value at the time the Agreement is executed.

H.12.8.2.2 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.12.8.2.3 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.

SECTION I

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.5.2 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.6 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.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 RFP 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.I.*

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

I.11 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed

software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

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

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

B. Title to Project Deliverables

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

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

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

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

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

D. **Subcontractor Rights**

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

E. **Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, 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.14 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 ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using

Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor’s employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

6. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
7. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
8. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability

insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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

- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

GEORGE G. LEWIS, CPPO C/O Domonique L Banks

Chief Contracting Officer
Associate Director, Contracting & Procurement
Department of General Services
2000 14th Street, N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail address: domonique.banks@dc.gov

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

- I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.15 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 bidder who has not satisfied the equal employment requirements.

I.16 ORDER OF PRECEDENCE

The Contract awarded as a result of this IFB will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the Contract by reference and made a part of the Contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Department of General Services Standard Contract Provisions for Services and Supplies dated, January 2016
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

**SECTION J
ATTACHMENTS**

The following list of attachments is incorporated by reference

Attachment Number	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	DSLBD 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	Contract Award Signature Page
J.11	Form of Invoice
J.12	Price Schedule/Compensation
J.13	<i>RESERVED</i>
J.14	Form of FAC Report
J.15	Building Security Assessment Specifications / Work Statement
J.16	Bid Bond
J.17	Bid Guaranty Certificate
J.18	Payment & Performance Bod

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 multiple Term IDIQ Contract resulting from this solicitation to the responsible offeror[s] whose offer[s] conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Selection of Negotiation Process

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, 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 One (1) original and four (4) copies of the written, hard-copy and hand-delivered proposals shall be submitted in two (2) parts:

(i) Volume No. 1 shall be titled: "Technical Proposal" and,

(ii) Volume No. 2 shall be titled: "Price Proposal"

a. Each Proposal ***must be*** organized and prepared as follows:

- i. Table of Contents;
- ii. each page of the proposal must be numbered consecutively;
- iii. Proposals shall be typewritten in 12-point font size;
- iv. on 8.5" by 11" recycled content bond paper;
- v. submitted in a three (3)-ring binders;
- vi. with each section separated by tabs (i.e., Past Performance; Relevant Experience; and Project Team Qualifications and Resumes; and Management Plan);
- vii. the official name of the firm submitting the proposal must appear on the outside front cover of each binder;
- viii. all proposal volumes, technical and price, one (1) original and four (4) copies shall be submitted to the Department in a sealed package conspicuously marked ***"Proposal in Response to Solicitation No. DCAM-19-NC-RFP-0006 - Comprehensive Facility Condition Assessment and Space Utilization Studies"***.

L.2.2 Offerors shall submit one (1) USB Flash Drive to include soft copies of both Volume No. 1 Technical and Volume No. 2 Price Proposals.

- (i) Volume No. 1, Technical must be included as a soft .pdf file;
- (ii) Volume No. 2, Price must be submitted as a soft Microsoft Excel .xls file

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.2.5 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 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 along with the electronic copy submission outlined in **Section [L.2.2]**. 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 subject to applicable FOIA exemptions.

L.4 **EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question by email to the Contract Specialist, Domonique L. Banks at domonique.banks@dc.gov. The prospective offeror should submit questions no later than ***close of business on Tuesday, April 23, 2019, thirteen (13) days*** prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than ***thirteen (13) days*** before the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only 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.

It is each potential Offeror's responsibility to frequently visit DGS' Contracts & Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain any and all addenda issued once they have received a copy or downloaded a copy of the solicitation.

L.5 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at [1:00 p.m. EST on Thursday, April 18, 2019 at the Frank Reeves Municipal Facility located at 2000 14th Street, N.W. in the Department of Public Works \("DPW"\) 6th Floor, Large Conference Room.](#)

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 than Tuesday, April 23, 2019, four (4) working days following the pre-proposal conference in order to generate an official answer. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only 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 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.6.1 Proposal Submission

L.6.1.1 Proposals [must hand-delivered](#) to the [Department of General Services no later than 11:00 a.m. EST on Monday, May 6, 2019](#) to the [8th Floor Reception of the Frank D. Reeves Municipal Building located at 2000 14th Street, N.W. Washington, D.C. 20009.](#)

L.6.1.2 In accordance with DCMR any proposal or modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified in **Section [L.4.1.1]** above, shall be considered "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) It was sent by registered or certified mail not later than five (5) calendar days before the date and time specified for receipt of offers;

- b) It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the RFP;
- c) It was sent electronically by the offeror prior to the time and date specified and there is objective evidence in electronic form confirming that the offer was received prior to the date and time specified for receipt; or
- d) The proposal is the only proposal received.

L.5.1.3 Telephonic, telegraphic, and facsimile proposals will *not* be accepted or considered for award.

L.6.2 **Withdrawal or Modification of Proposals**
An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of hand-delivered proposals identified in **Section [L.4.1.1]**.

L.6.3 **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.6.4 **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.7 **RESTRICTION ON DISCLOSURE AND USE OF DATA**

L.7.1 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.7.2 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.8 **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.9 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.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

L.13 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.14(H)]** to:

GEORGE G. LEWIS, CPPO C/O Domonique L. Banks

Chief Contracting Officer
Associate Director, Contracting & Procurement
Department of General Services
2000 14th Street, N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail address: domonique.banks@dc.gov

L.14 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.15 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.16 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of offerors;

L.16.2 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.16.3 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.17 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.18 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.18.1 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.18.2 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.19 **SPECIAL STANDARDS OF RESPONSIBILITY** *RESERVED [Intentionally Omitted]*

L.20 **KEY PERSONNEL**

L.20.1 The District considers the following positions to be key personnel for this contract:

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. This person shall serve as the COTR's primary point of contact for dispatching crews and equipment.
2. **Field Supervisors/Crew Leaders**
3. **Other Subject Matter Expertise**: shall supplement the team to provide services necessary to fulfill each of the Component elements.

L.20.2 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 Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this RFP for Comprehensive Facility Condition Assessment and Space Utilization Studies. 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.1.1 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.2 TECHNICAL CRITERIA (80-Points Maximum)

M.2.1 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	30
Factor B: Relevant Experience of the Contractor’s Proposed Key Personnel & Staffing	30
Factor C: Daily Operations Management Plan	20

M.2.2 Relevant Experience and Past Performance of the Contractor and its Team (30-Points)

The Department desires to engage a Contractor with a minimum of two (2) years relative experience providing comprehensive facility condition assessment and space utilization studies services for multi-asset property portfolios (whether commercial or municipal in nature) 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 facility condition assessment services for such multi-asset property portfolios over the past five (5) years; (ii) supervising multiple work crews; (iii) experience with, and knowledge of comprehensive facility condition assessment and space utilization studies services; and (iv) access to the necessary technology, equipment and standards (ASTM 2018-15) [Or ASTM 2018-08. The standard to use for this Contract is -15, but demonstrating experience with the earlier standard is acceptable] 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.2.3 Relevant Experience of the Contractor's Proposed Key Personnel & Staffing (30-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]** 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 what Personnel will be responsible for technical aspects of the Component elements outlined in all of **Section [C.5.7]**, (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 and (iii) the Offeror shall submit with its proposal evidences of its intent to comply with the requirements in **Section [C.10]** include but not limited to, the Police Clearance documentation, original ID Credential Request form and a legible copy of driver's license for each staff member to DGS for processing, Provide specifications, complete descriptions of goods or tasks or services to be performed to fulfill the requirements.

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.

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. This person shall serve as the COTR's primary point of contact for dispatching crews and equipment. The PM shall have (i) a minimum of three (3) years of experience in the delivery of comprehensive facility condition assessment and space utilization studies services similar in nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver the comprehensive facility condition assessment and space utilization studies services similar in nature, scope and complexity as the Services described herein. This person shall also or (iii) possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. The PM shall be proficient in writing and speaking English.
5. **Field Supervisors/Crew Leaders**: shall have a minimum of one (1) year of experience with providing comprehensive facility condition assessment and space utilization studies services similar in nature, scope and complexity as the Services described herein.
6. **Other Subject Matter Expertise**: shall supplement the team to provide services necessary to fulfill each of the Component elements described in each of Section C.5.7, should they be required of any specific task order. Indicate how the following expertise is addressed: Architect, civil engineering, HVAC, ADA, LEED, Life Safety/Security, Energy Audit and CADD will be addressed if required for any specific task order. Expertise shall have (i) a minimum of three (3) years of experience in their respective component element. This individual shall be proficient in writing and speaking English.

M.2.4 Daily Operations Management Plan (20-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 organization, logistics, FCA data upload and report submission, and security requirements described in sections C.6 and C.7. Offerors are also required to describe and confirm that they understand the Security Requirements outlined in section C.10. It should clearly demonstrate its knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. With respect to section C.6, C.7 and C.10, at a minimum, this Daily Operation Plan should identify the following:

- (i) **Key Personnel** and their specific roles in managing and executing 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 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.
- (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 that may be in a task order.
- (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 Report Delivery and Data upload to 4tell, and the Contractor's overall methodology and approach to provide world-class customer service.

M.3 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:

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

M.4 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12-Points Maximum)

M.4.1 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.4.2 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.