

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES
Request for Proposal (“RFP”)
DCAM-19-NC-RFP-0007

**Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation,
Maintenance and Repair Services**

Issue Date: **Monday, August 13, 2019**

Pre-Proposal Conference: **Thursday, August 15, 2019, 11:00 a.m. EST**
2000 14th Street, NW,
6th Floor, DPW Large Conference Room at the Reeves Center
Washington, DC 20009

**Last Day for Questions
Contact:** **Tuesday, August 20, 2019**
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Proposal Due Date: **Wednesday, September 4, 2019 11:00 a.m. EST**

Delivery Location: Department of General Services
Attn: **George G. Lewis, CPPO C/O Keith Giles**
Chief Procurement Officer
Contracts & Procurement Division
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SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia (the “District”), acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement, is issuing this Request for Proposal (“RFP”) to engage up to two (2) Contractors (“Contractors”) to provide all labor, materials, tools, supplies, lifts, equipment, transportation, for the maintenance, inspection and repair services of elevators, escalators, wheel chair lifts and conveyances for various District facilities. The awarded Contractors shall ensure effective performance of these services for a base period of one (1) year (“Base Year”) and, per the District’s discretion, up to four (4) additional, successive one (1) year option periods (each an “Option Year”).
- B.1.1** **The awarded Contractor shall perform the required services for all of the facilities listed on Attachment J.14.** *NOTE: The District, in its sole discretion reserves the right to add and or remove facilities from services described herein, throughout the life span of the Contract. To the extent the Contractor fails to perform services in a manner satisfactory to the District’s standards described herein, the Department may seek services from third-parties’ without limitation.*
- B.2** **TYPE OF CONTRACT.** In accordance with 27 DCMR Chapter 24 the District contemplates award of multiple Firm Fixed Price Contracts with a cost reimbursement component to be paid on a Time & Material Basis.
- B.2.1** The contracts resulting from this RFP shall contain the following types of price and cost components:
- a) Firm-fixed fully-loaded prices for monthly services; and
 - b) Cost reimbursement components for supplemental services compensated on a time and materials basis which include direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, profit and materials required at cost.
- B.2.2** The firm-fixed, fully loaded monthly rates identified in **Section [B.2.3] Group A CLIN 0001 thru 0157** and **Section [B.2.4] Group B CLIN 0001 thru 0083**, shall be the Offeror’s sole method of compensation and as such, shall be sufficient to cover all of the costs necessary to provide services including, but not limited to; labor, supplies, material, repair parts, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category hourly rates issued by the U.S. Department of Labor, and or the D.C. Living Wage and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.

B.2.3 Price Schedule – Group A – *See Attachment J.11A*

B.2.3.1 Base Year

B.2.3.2 OY1

B.2.3.3 OY2

B.2.3.4 OY3

B.2.3.5 OY4

B.2.4 Price Schedule – Group B – *See Attachment J.11B*

B.2.4.1 Base Year

B.2.4.2 OY1

B.2.4.3 OY2

B.2.4.4 OY3

B.2.4.5 OY4

B.2.4 Cost Reimbursement Compensation

The Contractor will be reimbursed for costs incurred to perform reimbursable repair services as defined in **Section [C.7]** on a time and material basis. The Contractor shall obtain prior written authorization from the Department prior to commencement of any services it deems to be Reimbursable Repair Service. Upon the COTR's written determination that the extent of the work is a Reimbursable Repair Service, the Contractor may complete work immediately with advance written authorization from the COTR with a total cost up to \$500.00 and with a Purchase Order Number in place. Reimbursable Repair Services which cost over \$500.00 will require the CO's approval in advance of services performed through a written directive (email is sufficient and/or the issuance of a Task Order), and with a Purchase Order Number in place. The Contractor shall use the rates established in the Cost Reimbursement Component under **Section [B.2.3] Group A CLINS 0158 thru 0161** and **SECTION [B.2.4] Group B CLINS 0084 thru 0087** (under the Base Year each applicable Option Year) and in accordance with **27 DCMR Section 2420.6**, all materials, parts and/or supplies shall be furnished to the District at Contractor cost; the District will not accept any mark-up.

B.2.4.1 Cost Reimbursement Ceilings

ITEM DESCRIPTION	BASE PERIOD	OPTION YEAR ONE	OPTION YEAR TWO	OPTION YEAR THREE	OPTION YEAR FOUR
	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING
REIMBURSABLE SERVICES SECTION (C.7)	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00

B.5 DSLBD SUB-CONTRACTING REQUIREMENT

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

B.5.1 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with *Section [H.9]*.

B.5.2 A Subcontracting Plan form is incorporated at *Attachment J.7*.

SECTION C

SPECIFICATIONS/WORK STATEMENT

C.1

SCOPE:

The awarded Contractor shall furnish all necessary services and materials, to include, but not limited to: all labor, materials, tools, supplies, lifts, equipment, transportation, for the maintenance, inspection and repair services of elevators, escalators, wheel chair lifts and conveyances for various District facilities.

C.2

APPLICABLE DOCUMENTS AND LICENSURES

The following are applicable to this procurement and the resulting contract; thus, the following are hereby incorporated by reference:

Item #	Document Type	Title	Version/Date
1	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Hazardous Substances and Waste	Most Recent
2	Federal Regulations	Environmental Protection Agency (EPA) Clean Air Act of 1990	Most Recent
3	Federal Regulations	EPA Level IV (universal) certification	Most Recent
4	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P	Most Recent
5	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926,	Most Recent
6	Federal Regulations	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 Protection of Environment Environmental Protection Agency	Most Recent
7	Federal Regulation	National Emission Standards for Hazardous Air Pollutants	Most Recent
8	Executive Order	Energy Policy Act of 2005	Most Recent
9	International Code Council	Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	Most Recent
10	D.C. Regulations	International Building Code (IBC)	Most Recent
11	DCMR	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings, Grounds and Space	Most Recent
12	D.C. Law	The Clean and Affordable Energy Act	Most Recent
13	DC Website	Department of Consumer and Regulatory Administration (DCRA) Building and Land Regulation Administration (BLRA).	Most Recent
14	DC Website	District of Columbia/Pearson Vue Licensing	Most Recent
15	DC Website	Department of General Services http://dgs.dc.gov/DC/DGS	Most Recent
16	Accredited	International Electrical Testing Association (NETA)	Most Recent

	Specs and Standards		
17	Accredited Specs and Standards	National Fire Protection Association (NFPA) Recommended Practice for Electrical Equipment Maintenance NFPA 70B, 72, 25	Most Recent
18	Accredited Specs and Standards	NFPA 30, Flammable and Combustible Liquids Code	Most Recent
19	Accredited Specs and Standards	National Institute Certification of Engineering Technologies	Most Recent
20	Accredited Specs and Standards	The National Board Inspection Code Chapter 2 Inspection of Boiler and Pressure Vessels	Most Recent
21	Accredited Specs and Standards	Public Buildings Maintenance Guides and Time Standards	Most Recent
22	Accredited Specs and Standards	International Code Council (ICC)	Most Recent
23	Accredited Specs and Standards	American National Standard Institute (ANSI) 2245.1	Most Recent
24	Accredited Specs and Standards	American Society of Mechanical Engineers with addendum's Safety Code for Elevators and Escalators AMCE A.17.1	Most Recent
25	Accredited Specs and Standards	National Electrical Code (NEC)	Most Recent
26	Accredited Specs and Standards	Elevator Industry Field Employees' Safety Handbook	Most Recent
27	Accredited Specs and Standards	Building Official Code Administration (BOCA)	Most Recent
28	Accredited Specs and Standards	American Society for Testing Materials (ASTM)	Most Recent
29	Accredited Specs and Standards	Institute of Electrical and Electronics Engineers (IEEE)	Most Recent
30	D.C. Code	D.C. Code, Title 10 Parks, Public Buildings and Grounds	Most Recent
31	Federal Law	U. S. Department of Justice American with Disabilities Act	Most Recent

The Contractor shall obtain all licenses and permits that may be required from the DCRA, BLRA and the D.C. Code and regulations which are stipulated by DCRA. The Contractor shall provide the services in accordance with the equipment manufacturer's recommendations, BOCA, applicable D.C. Code and regulations to achieve the following:

1. Consist safe operation of equipment
2. Maximum operational performance of equipment
3. Maximum beneficial usage of equipment
4. Maximum life cycle of equipment.

C.3 DEFINITIONS AND ACRONYMS

C.3.1 Definitions: These terms when used in this RFP have the following meanings:

- C.3.1.1 Acceptance** - means an authorized representative of the District has inspected and agreed that the work meets all requirements of this Contract, to include documentation requirements.
- C.3.1.2 Acceptable Level of Maintenance** - means that level of maintenance, which will preserve the equipment in an unimpaired operating condition. Such level of maintenance is higher than the level where there is the deterioration and/or diminishment of the normal life expectancy of the equipment.
- C.3.1.3 Approval** means the Department, and/or the District has reviewed submittal, deliverables, or administrative documents (e.g. insurance certificates, etc.), and has determined the documents conform to contract requirement. Department and/or District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations
- C.3.1.4 ASME** – refers to the American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.2 Inspectors Manual.
- C.3.1.5 Basic Services** – refers to services that consist of the recurring Contract requirements and the requirements established by the statement of work and related general and administrative functions. Reimbursable Services, *Section [C.7]* are requirements outside of Basic Services.
- C.3.1.6 BLRA** – refers to the DCRA’s Business Licensing Regulation Administration
- C.3.1.7 BOCA** – refers to the Building Official Code Administrators
- C.3.1.8 Contracting Officer (CO)** shall be a business communications liaison between the Department and a Contractor. He or she ensure that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of it supporting Contractor and Subcontractor(s).
- C.3.1.9 Contractor(s)** means the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Contract.
- C.3.1.10 Decommissioned** – equipment withdrawn from services.
- C.3.1.11 Deficiency** – means any part of a proposal from a Contractor or any work performed by a Contractor that fails to satisfy the District requirements.

- C.3.1.12** **Direct Cost** – means any costs incurred in the actual performance and execution of services (excluding profits and mark-ups).
- C.3.1.13** **District** – means all authorized District of Columbia (DC) Government agencies and their representative having jurisdiction over the Facility.
- C.3.1.14** **District Furnished Property** – means any property in the possession of or directly acquired by the District and subsequently made available to the Contractor to use in the performance of the Contract.
- C.3.1.15** **District Owned Property** – means all property owned by or leased to the District or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.16** **District Quality Assurance** – means the various functions, including inspections, by the District to determine whether a Contractor has fulfilled the Contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for Contractor Quality Control.
- C.3.1.17** **Divisions** – refers to those “Divisions,” as defined by the Constructors Specifications Institute (CSI), and are numbered therein and refer to the subject matter or trade. These master formats are the national standard for construction specifications. Division can also mean a sub department within a District Agency.
- C.3.1.18** **Electrical** – means all building and site systems of the types generally included in Division 16 of the CSI with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.
- C.3.1.19** **Emergency Service Call** - A Service Call or other request for service placed outside of Normal Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Working Hours.
- C.3.1.20** **Environmentally Preferable Products (EPP)** – means all environmentally preferable products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.
- C.3.1.21** **Exterior** – means all entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.
- C.3.1.22** **Facility Inspection** – means all scheduled or unannounced but documented inspection of the Facility by the District or the Contractor to monitor level of Contractor delivery of the required services.
- C.3.1.23** **Fire Protection Systems** – means all systems and equipment installed in the building for the purposes of (i) detecting fires or heat or smoke, (ii) alarming occupants of possible fire, (iii) activating certain emergency responses in other systems and equipment (e.g.,

Elevator recall, stairwell pressurization), and (iv) suppressing fires. These systems include Electrical, Mechanical, Instrumentation, and Controls components.

- C.3.1.24 Hazardous Materials** – means any waste, substances, radiation or materials whether solids, liquids or gases that are:
- a) hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
 - b) now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;
 - c) present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties; and/or
 - d) polychlorinated biphenyl's (PCBs), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products (including gasoline, crude oil etc.) that pose a hazard to human health, safety, natural resources, industrial hygiene or the environment or otherwise pose an impediment to working conditions.
- C.3.1.25 Hours of Operation** – is the time period for which the Contractor's staff shall be on site performing services.
- C.3.1.26 Hydraulic** – means any mechanical system powered by a hydraulic plunger driven by a pump. In the case of an elevator, the plunger pushes the elevator car up from underneath, similar to a lift in an auto service station.
- C.3.1.27 Incident Commander** – means the person who constantly manages the situation and has decision-making authority at the building or facility as it relates to incident assessment and evacuation determination. This person shall never leave the scene until the danger to the occupants or facility has passed, and the building is secure or the authorities (first responders – fire and police) have relieved the Incident Commander.
- C.3.1.28 Indirect Cost** – is a cost that is associated with a product or service, but not directly attributable to just one product or service.
- C.3.1.29 Initial Deficiency List (IDL)** – is a list that specifies all building equipment, components, structures deficient in receiving regular PM, resulting in the need for repairs.
- C.3.1.30 Inspections** - is a systematic practice of monitoring, at regularly scheduled interval inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR mandates, etc.
- C.3.1.31 Mechanical** – refers to all Facility and site systems of the types generally included in Division 15 of the CSI, with the exception of equipment owned by a servicing public utility.
- C.3.1.32 Measurement and Verification (M&V)** – is the quantifiable component of Quality Assurance and Quality Control. The District may develop an M&V protocol that

measures aspects of the efficiency and effectiveness of Facility systems using data from Facility controls, monitoring, and other data sources.

- C.3.1.33** **NEC** – refers to the National Electrical Code.
- C.3.1.34** **NFPA** – refers to the National Fire Protection Association
- C.3.1.35** **Normal Working Hours** – is the time period of: 6:00am – 8:00pm.
- C.3.1.36** **Operational** – meaning equipment is functioning as specified by the manufacturer recommendations.
- C.3.1.37** **Operations Efficiency Upgrade** – means the continual process of using Facility equipment systems to accomplish their function. Operations includes but is not limited to: analysis of requirements and systems capabilities; programming and operating controls and control systems; responding to service calls; touring and observing equipment performance and condition; adjusting equipment; identifying necessary Maintenance and Repairs to equipment; and maintaining lubrication and chemical treatments.
- C.3.1.38** **OSHA** – Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place
- C.3.1.39** **Preventive Maintenance (PM)** – means a program of maintenance activities performed on a fixed schedule, or on equipment runtimes, generally in accordance with manufacturers’ recommendations with the intent of keeping equipment in reliable operating condition and preventing deterioration.
- C.3.1.40** **Quality Assurance (QA)** – means any actions taken in order to ensure services meet Contract requirements.
- C.3.1.41** **Quality Assurance Evaluation** – are the methodologies implemented to assess the adequacy of Contractor performance.
- C.3.1.42** **Quality Control (QC)** – refers to Contractor developed and implemented safeguards that ensure quality service are provided to satisfy the requirements of the Contract.
- C.3.1.43** **Quality Service Tenant Survey** – refers to questionnaires completed by occupants with the objective of ascertaining how the customer and Facility tenants rate Contractor performance.
- C.3.1.44** **Reimbursable Services** – means any work performed by the Contractor at the direction of the COTR that is over and above the required Basic Services.
- C.3.1.45** **Reimbursable Repair** – is an act of restoring inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Such a

repair usually involves some combination of labor and replacement parts, components, or materials.

C.3.1.46 *RESERVED [Intentionally Omitted]*

C.3.1.47 **Repair (Major)** - refers to any act of restoring inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state, wherein the cost falls outside the deductible threshold and therefore requires reimbursement from the District.

C.3.1.48 **Repair (Minor)** – refers to any act of restoring inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state, wherein the cost falls within the deductible threshold and therefore is not reimbursable by the District. Such a repair usually involves some combination of labor and replacement parts, components, or materials.

C.3.1.49 **Response Time** - means the time period in which the Contractor, after initial notification by the District, is required to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required Work.

C.3.1.50 **SalesForce** is a cloud-based CRM (Customer Relationship Management) software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements (SLA's) and oversee city-wide facilities work order request, and monitor Contractor's costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a Contractor work performance indicator in annual and quarterly reviews.

C.3.1.51 **Scheduled Maintenance** – means those maintenance or repairs to equipment or systems that occur as a part of the regular preventive maintenance schedules.

C.3.1.52 **Service Call** – means a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the Contract is inoperable, dysfunctional or deteriorated, or that performance standards of the Contract are not being met. The Service Call response involves analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. A Service Call can be either an Emergency or Non-Emergency Service Call.

C.3.1.53 **Services** – means the performance, workmanship, and material furnished or utilized in the accomplishment, execution, or resolution of a Service Call.

C.3.1.54 **Specifications** – means the section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.

C.3.1.55 *RESERVED [Intentionally Omitted]*

- C.3.1.56** **Tour** - means any scheduled or unscheduled visits to equipment rooms and installations by operating personnel for the purpose of assuring that equipment is running properly, that equipment rooms are in good order and without any potential hazards.
- C.3.1.57** **Unscheduled Maintenance** – refers to maintenance or repairs to equipment or systems that occur as a result of an observation of defect, malfunction, or failure.
- C.3.2** **Acronyms. The following are acronyms used for the purpose of this solicitation:**
- C.3.2.1** **ASTM** – American Society for Testing Materials
- C.3.2.2** **ANSI** – American National Standards Institute
- C.3.2.3** **BAS** - Building Automation System
- C.3.2.4** **BOCA** - Building Official Code Administrators
- C.3.2.5** **BOP** - Building Operating Plan
- C.3.2.6** **COTR** – Contracting Officer’s Technical Representative
- C.3.2.7** ***RESERVED [Intentionally Omitted]***
- C.3.2.8** **CO** – Contracting Officer
- C.3.2.9** **COOP** - Continuity of Operations Plan
- C.3.2.10** **CERP** - Contractor’s Emergency Response Plan
- C.3.2.11** **CMMS** - Computerized Maintenance Management System
- C.3.2.12** **DCMR** – District of Columbia Municipal Regulations
- C.3.2.13** **DGS** – Department of General Services
- C.3.2.14** **DPR** – Department of Parks and Recreation
- C.3.2.16** **DCPS** – District of Columbia Public Schools
- C.3.2.17** **DCRA** – Department of Consumer and Regulatory Affairs
- C.3.2.18** **EMCS** - Energy Management Control Systems
- C.3.2.19** **EPA** – Environmental Protection Agency
- C.3.2.20** **IDL** - Initial Deficiency List
- C.3.2.21** **MSDS** – Material Safety Data Sheet

- C.3.2.22** **M&V** – Measurement & Verification
- C.3.2.23** **NEC** – National Electrical Code
- C.3.2.24** **NEMA** - National Electrical Manufacturers Association
- C.3.2.25** **NETA** - National Electrical Testing Association
- C.3.2.26** **NFPA** - National Fire Protection Association
- C.3.2.27** **NICET** - National Institute for Certification in Engineering Technologies
- C.3.2.28** **NIOSH** - National Institute for Occupational Safety and Health
- C.3.2.29** **OM&R** - Operations, Maintenance, and Repair
- C.3.2.30** **OSHA** – Occupational Safety and Health Administration
- C.3.2.31** **PBS** – Public Buildings Maintenance Guides and Time Standards
- C.3.2.32** **Pd.M.** - Predictive Maintenance
- C.3.2.33** **PM** – Preventive Maintenance
- C.3.2.34** **PPE** – Personal Protective Equipment
- C.3.2.35** **PSPD** – Protective Services Police Division
- C.3.2.36** **QA** – Quality Assurance
- C.3.2.37** **QAP** – Quality Assurance Protocol
- C.3.2.38** **QC** – Quality Control
- C.3.2.39** **QCP** – Quality Control Program
- C.3.2.40** **SCP** – Strike Contingency Plan

C.4 **BACKGROUND**

The Department is the lead agency responsible for the construction, renovation, management, and consolidated maintenance of the District’s real property assets. In addition, the Department provides management, maintenance, engineering, janitorial and related services for over eight hundred fifty (850) District owned, leased and vacant properties. These properties include office buildings, schools, parks and recreation centers, warehouses, residential facilities, and vacant schools and properties. As a service-providing agency, positive customer service and rapid response and resolution to

tenant issues, projects, and service requests are paramount to the Department's operation and mission.

C.5 REQUIREMENTS

Work shall be performed in a safe and professional manner in accordance with all American Society of Mechanical Engineers (ASME) standards most recent edition. All elevators, escalators, wheelchair lifts and conveyances shall be maintained in a safe and operating condition.

C.5.1 Technicians

The awarded Contractor are required to have two (2) mechanics and one (1) helper dedicated to perform work under this contract, per group. It is the Department expectation that services shall be performed within the standard forty (40) hour, eight (8) hour work day. The Contractor shall provide dedicated personnel to perform services under this contract.

C.5.1.1 The mechanics are required to have a minimum of five (5) years' experience working on elevators, escalators, wheelchair lifts and other conveyances similar to those owned and operated by the DC Government, identified in ***Attachment J.14***.

C.5.2 Background Checks

The Contractor shall be required to obtain background checks from the Metropolitan Police Department located at 300 Indiana Avenue, NW Washington, DC 20001 in accordance with ***Section [H.10]***. The Contractor shall coordinate with the COTR the issuance of Contractor District of Columbia (DC) Government Contractor Identification (ID).

C.5.3 Replacement Parts & Materials

The Contractor shall maintain, at all times, ample and complete stock of replacement items which conform to manufacturer specifications for elevators, escalators, wheelchair lifts and other conveyances listed in ***Attachment J.14***. The Contractor shall only use genuine manufacturer replacement parts or an approved equivalent to the style, size and appearance of the existing items and District of Columbia Code. The COTR shall approve all major replacement items prior to installation. The Contractor shall maintain all wiring in conformity with the District of Columbia's Electrical Code.

C.5.4 Industry Service Standards and Code Compliance

The Contractor shall ensure that all maintenance, inspections, and repairs are performed in compliance with the latest adopted editions of American Society of Mechanical Engineers ASME/ANSI A17.1. Safety code for Elevators and Escalators and ASME/ANSI A18.1 Safety Standards for platform Lifts and Stairway Chairlifts. Any work that has not been completed in compliance with approved specification or that has not been in compliance with local code requirements will be corrected at the Contractor's expense.

C.5.5 Licensing, Accreditation and Registration

The Contractor and all of its subcontractor(s) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and

standards necessary for the performance of the contract. The Offeror's personnel shall have the necessary experience and licenses to perform the required work.

C.5.6 Conformance with Laws

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

C.6 SCOPE AND STANDARDS OF SERVICES

C.6.1 Assessments

The Contractor shall conduct an assessment of each elevator, escalator, wheelchair lift, and conveyances listed in *Attachment J.14* within 30 days of award. The assessment shall include inspection of all elevators, escalators, wheelchair lift components and conveyances. The Contractor shall provide a separate report substantially in the form of *Attachment J.15* submitted through Salesforce and email, in both instances the document shall be in Microsoft Excel (Unlocked) format.

C.6.1.1 This report shall include an estimate of cost and time to complete all deficiencies found during the assessment.

C.6.2 Operation

The Contractor shall obtain all licenses and permits that may be required from the DCRA, BLRA and the D.C. Code and regulations which are stipulated by DCRA. The Contractor shall provide the services for elevator equipment in accordance with the equipment manufacturer's recommendations, BOCA, applicable D.C. Code and regulations.

C.6.3 Testing

The Contractor shall conduct at a minimum the following tests of all Facility conveyance systems.

C.6.3.1 Bi-weekly and Monthly Testing

The Contractor shall conduct bi-weekly inspections of all elevators, escalators, and lifts with generator field controls and monthly inspections to all other elevators, escalators, and lifts to assure proper operation. The Contractor shall ensure that all elevator and related work conforms to the applicable DC Codes and regulations including obtaining all licenses and permits required by DCRA BLRA and the manufacturer's operations manual.

C.6.3.2 Safety Tests

The Contractor shall conduct safety tests with District personnel, or other persons employed for that purpose. The Contractor shall schedule and conduct inspections and tests (semi-annual, annual, five-year test, group supervisory control system test, fire alarm test) as stipulated in the manufacturer's operations manual. The Contractor shall conduct safety tests, as required by ASME A17.1 and witnessed by a District elevator inspector or an approved third-party inspector.

- C.6.3.2.1** The Contractor shall remove any elevator from service if any condition is disclosed during the safety tests that constitutes a safety hazard to either elevator passengers or equipment. The Contractor shall place the elevator unit(s) back in service after the Contractor completes each of the following:
- a. Cures the deficiency(ies);
 - b. Inspection of work completed by the Contractor's certified Inspector and the District's Inspector;
 - c. Obtain the approval of the DC Inspector; and
 - d. Provides complete report of the deficiency and corrective action and District approval to the COTR within 24 hours of corrective actions.

C.6.3.3 Other Tests and Repair Inspections by the District

- C.6.3.3.1** The District reserves the right to conduct any test or inspection it deems necessary in order to ensure that all performance requirements are being maintained. At the request of the COTR the Contractor shall supply at no additional cost a certified elevator mechanic and any needed equipment to assist with the test or inspection. The Contractor shall complete any necessary repairs as specified in the inspection report.
- C.6.3.3.2** Upon inspection and receipt of notification of repairs required from the DCRA, BLRA, the Contractor shall commence work within twenty-four (24) hours of notification and complete the repairs on or before the date specified therein and shall forward a report of compliance to the COTR within twenty-four (24) hours of completing the work. The Contractor shall provide full load and full speed tests when requested.
- C.6.3.3.3** If there is evidence that the Contractor has not initiated action to correct the defect(s) noted in the Defect Notice, which is issued by the DCRA Inspector, upon receipt of the second notice, the District may take over the work and have it accomplished by another Contractor and the cost of the work will be deducted from the payment due to the Contractor if it is determined that the work is within the scope of the contract.
- C.6.3.3.4** The Department will furnish a written inspection report to the Contractor who shall correct all listed deficiencies by the date specified in the report. However, any deficiency marked "**EMERGENCY**" shall be corrected in the shortest possible time consistent with the nature of the problem and the best practices of the trade.
- C.6.3.3.5** When all listed deficiencies have been corrected, the Contractor shall sign and date the inspection report and return it to the COTR. At its discretion, the Department may then re-inspect the Work.

C.6.4 Preventive Maintenance Services

Preventive maintenance keeps elevators operating at their best, it helps avoid major replacements and it prolongs the valuable life of the elevators. Preventive maintenance shall be performed using the manufacturer's guidelines and industry standards. The Contractor shall provide regular and routine preventive maintenance services including all supervision, labor, materials, parts, supplies and equipment necessary to maintain all elevators, lifts, escalators and appurtenances in fully operational mode at all times.

- C.6.4.1** The Contractor shall perform routine maintenance services for all District Government conveyances including but not limited to the elevators, escalators, and wheelchair lifts on a monthly basis. The services named herein shall be systematically examine, adjust, lubricate, repaired and cleaned. Services shall be set at a pre-scheduled time, agreeable to the Department. The Contractor shall be responsible for the development and implementation of a comprehensive elevator, escalator and wheelchair lift preventative maintenance schedule and plan, on a monthly basis that ensures all elevator equipment is operating in satisfactory working condition in accordance with manufactures specifications at all times. The District will require the Contractor to adhere to this preventive maintenance plan and guarantee that original operating criteria is maintained at all times to include (1) maximum capacity and weight, (2) rated speed in feet per minute, (3) performance times, (4) door operation, (5) traffic handling capabilities, (6) response times, (7) ride quality.
- C.6.4.2** The Contractor shall inspect all door operating equipment, including motor brushes, belts or chains, contacts, drive canes and clocks; examine all wire ropes and fastenings, check and adjust rope tension.
- C.6.4.3** The Contractor shall examine traveling cables for wear and position, examine counterweight and tighten all loose belts. When a welded joint is cracked or broken, the Contractor must bring the condition to the attention of the COTR.
- C.6.4.4** For all repairs and maintenance work performed under this contract, before and after photos (one (1) close and one (1) far away for a total of four (4) photos) must be provided via upload into Salesforce prior to payment of invoice being made.
- C.6.4.5** The Contractor shall provide full-service elevator maintenance, in compliance with the edition(s) adopted and implemented by the Department for the following:
- a. American Society of Mechanical Engineers (ASME);
 - b. Safety Code for Elevators and Escalators requirements, the manufacturer's recommendations, the Elevator Industry Field Employees' Safety Handbook;
 - c. National Electrical Code (NEC);
 - d. National Fire Protective Association (NFPA);
 - e. Building Official Code Administration (BOCA); and
 - f. Other applicable laws, regulations, rules, ordinances and codes. Specifically, all work shall conform to the District of Columbia codes and regulations. The Contractor shall obtain all licenses and permits that may be required from the DCRA BLRA.
- C.6.4.5.1** The Contractor shall at a minimum, ensure the following maintenance related activities are completed. The materials required to perform the tasks below shall be included in the monthly maintenance cost. The Contractor shall take all steps and measures that a prudent building owner would, to maximize the life expectancy of the Facility's elevators, lifts, and escalators (the "conveyances") and related systems to and ensure safe and reliable conveyance operations. The Contractor shall, as part of the Contractor's Preventive Maintenance Program, develop and implement a Preventive Maintenance

Program and Schedule for each of the Facilities conveyance systems. Specifically, the Contractor shall include, at a minimum the following Preventive Maintenance activities:

- i. Clean all machinery and equipment in the machine room, secondary levels, hoist-ways, pits and cars, cross beams, rails and brackets, counterweights, frames, car tops, undersides of cars, buffers and door hangers;
- ii. Ensure all machinery, devices, or any other parts of the elevator equipment subject to rust is properly cleaned and painted at all times;
- iii. Lubricate guard rails except where roller type guides are involved, no rail lubrication shall be used;
- iv. Renew the guide shoe gibs or rollers as required to ensure a smooth and quiet operation; properly seal all oil reservoirs to prevent leakage;
- v. Ensure that the motor windings and field coils of all motors are dipped in an approved insulating varnish and baked when shop repairs to the same are made, unless written permission is secured from the COTR;
- vi. Provide lamps in position indicators, hall lanterns and hall stations; the Contractor shall notify the COTR if the lamps of same design are not commercially available and obtain approval from the COTR to use alternative lamps;
- vii. Repair or replace contact leads and coils for main controllers and selectors;
- viii. Clean, lubricate, repair or replace every component part of the elevator to provide uninterrupted elevator services; The Contractor shall repair all elevators and maintain them to be One Hundred Percent (100%) operational at all times;
- ix. The Contractor shall maintain a Maintenance Control Plan onsite as required by DCRA. This plan shall be filled out during every applicable visit. Photos of this completed document shall be required for submission with the monthly maintenance invoice in order for the invoice to be valid. **This document is to be filled out on every visit;**
- x. Supply all lubricants of proper grades, cleaning materials, paint, cotton waste, rags, gauges, testing and other tools and equipment required for Preventive Maintenance services;
- xi. Have ample and complete stock of replacement parts and cosmetic fixtures sufficient for normal maintenance, repair, and maintenance of aesthetic appeal of all elevators;
- xii. Utilize all new parts and fixtures that are the genuine products of the original manufacturers of the various types of elevators involved or of like design and comparison;

- xiii. Provide labor, material and equipment to clean, adjust, repair or replace any defective or improperly operating device, equipment, or cosmetic fixture as directed by the COTR or his designated representative(s);
- xiv. Respond promptly upon receipt of any defect notice issued by the DCRA, BLRA, Elevator Section, and inform the COTR or designee, in writing, within twenty-four (24) hours of the completion of Work;
- xv. Maintain all equipment in accordance with the manufacturer's recommendations, the best practices of the industry, and applicable codes, standards, and regulations; in the event of a conflict between these documents, the Contractor shall give precedence to federal and District laws and regulations followed by the most rigorous schedule of maintenance;
- xvi. Maintain all elevators at the manufacturer's contract speed unless written authorization is obtained from the COTR or designee to do otherwise;
- xvii. Maintain the hoist-way and car door guides in an acceptable condition in accordance with the manufacturer's specifications and shall replace the same when gap exceeds one of 1/16 inches; and
- xviii. Maintain all fascia's, dust covers and guides in proper alignment.

C.6.4.6 Preventive Maintenance Schedule

The Contractor shall include all elevator system Preventive maintenance activities in the Preventive Maintenance Schedule as described in *Section [C.6.4.6]*.

C.6.5 Inspection Services

The Contractor shall provide inspection services for Annual and five (5) year load test as required by DCRA. The Contractor shall provide inspection assistance to the third-party inspectors as required by DCRA. The Contractor shall provide inspection services as requested by DGS on an as needed basis.

C.6.5.1 The Contractor shall perform an annual safety inspection on conveyances and a semi-annual inspection on all conveyances as stipulated by the elevator/escalator/wheelchair lifts licensure requirement of the D.C. Department of Consumer and Regulatory Affairs (DCRA). DGS shall provide the services of a certified 3rd Party Inspector to witness, document and certify the results of each annual and semi-annual inspection to DCRA. The 3rd Party Inspector must be on the DCRA list of approved Inspectors. A copy of all certification documentation provided to DCRA must also be submitted to the COTR.

C.6.6 Skilled Technician

C.6.6.1 The Contractor shall verify and ensure that employees or subcontractor(s) designated to work on elevators, escalators, and lifts have and maintain the appropriate licenses and certifications in accordance with applicable laws, regulations, and industry standards.

C.6.6.2 The Contractor shall ensure that a certified elevator mechanic possessing a Journeyman Elevator License accompanies the District's Inspector during each annual and 5-year inspection to perform all tests in accordance with all laws, regulations and codes at no additional cost.

C.6.6.3 The Contractor shall ensure that all services, maintenance and repairs are performed by fully qualified manufacturer-trained technicians. Trained to work on the type of elevators on this contract.

C.7 REIMBURSABLE SERVICES

The Contractor will be reimbursed for costs incurred in performing reimbursable services as defined hereunder, on a time and material basis. The Contractor shall obtain prior written authorization from the Department prior to commencement of any services it deems to be Reimbursable Repair Service. Upon the COTR's written determination that the extent of the work is a Reimbursable Service, the Contractor may complete work immediately with advance written authorization from the COTR with a total cost up to \$500.00 and with a Purchase Order Number in place. Reimbursable services which cost over \$500.00 will require the CO's approval in advance of services performed through a written directive (email is sufficient and or the issuance of a Task Order), and with a Purchase Order Number in place. The Contractor shall use the rates firm-fixed, fully-loaded direct labor rates established under the Cost Reimbursement Component identified in **Section [B.2.3] Group A CLIN 0158 thru CLIN 0161** and **Section [B.2.4] Group B CLIN 0084 thru 0087**. (under the Base Year each applicable Option Year) In accordance with Section 2420.6 all materials, parts and/or supplies or supplies shall be furnished to the District at Contractor cost; the District will not accept any mark-up.

C.7.2 Direct Cost Reimbursement

The Contractor will be reimbursed for approved services and materials, which are not included in the fixed price for routine services and in accordance with the hourly rates established in the Reimbursable Services of the Hourly Rate Schedule in **Section [B.2.3]**.

C.7.2.1 Direct costs billing for after hours or during business hours operational support service shall be consistent with the Reimbursable Services price schedules **Section [B.2.3]**;

C.7.2.2 The COTR shall determine whether the Contractor will provide the parts and materials and the CO shall authorize the purchase. The Contractor shall submit proper invoices for materials as described in **Section [G.2]**.

C.7.3 Reimbursable Repair Services

The Contractor shall, at a minimum, repair the Facility's elevators, lifts, escalators and conveyances as described below.

- i. Repair and/or replace all replacement parts and cosmetic fixtures as necessary due to normal wear and tear test all devices and equipment, including but not limited to main hoist motor, brakes, governors, traveling cables and hatch wiring
- ii. Repair or replace elevator parts and equipment, if necessary;
- iii. Repair all door operation motors, door operating driving mechanisms, door hangers, retiring cams, and retiring cam operating devices;

- iv. Repair as necessary all elevator car enclosures, hoist-way and car door panels, car gates, frames and sills; and
- v. Replace and align all elevator guide rails.
- vi. Replace repair any equipment and or device located in the elevator machine room and hoist way.

C.7.4 Equipment Outages Service Requirements

The Contractor shall, except for emergency service calls, perform all elevator related work during the Facility's Normal Occupant Working Hours unless other mutually satisfactory arrangements have been approved in writing by the COTR. The Contractor shall at a minimum:

- a. Coordinate scheduled elevator work that requires an elevator be taken out of service with the COTR;
- b. Report the status of elevator equipment or systems not operating by the close of each workday to the COTR;
- c. Report any elevator equipment that is not operational to the COTR at least thirty (30) minutes prior to the commencement of Normal Business Hours each day; and;
- d. Install informational signs and barricades as related to inoperative elevator equipment and systems; the Contractor shall develop and submit the informational signs for the approval of the COTR;
 - i. In the event an elevator is shutdown, the Contractor shall place an "Out of Service" sign at each call button on all floors when the elevator is the only one servicing that area.
 - ii. If a building has more than one elevator, and one or more elevators are out of service, the Contractor shall place a sign indicating that the specific elevator(s) is out of service for each elevator that is not in service. The Contractor shall place each sign on the outer surface of the elevator door on each floor that the elevator services.

C.7.4.1 The Contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the COTR. If changes are authorized, the Contractor shall make appropriate revisions to the elevator drawings and specifications.

C.7.5 On-Call Repairs

The Contractor shall be required to perform, on a time and materials basis, on-call repair services under non-emergency and emergency conditions. The Contractor shall be responsible for mobilizing labor, equipment and materials required to perform the requested on-call repairs. Work areas must be maintained in a safe condition and cleaned up after completion of work. All On-Call will be assigned in Salesforce. Once the repairs are completed the Salesforce work ticket is to be updated with photos of the completed work.

C.7.5.1 The Contractor shall respond, on-site to request for emergency repair services within (1) hour after notification by the COTR.

C.7.5.2 The Contractor shall respond to request for non-emergency repair services within twenty-four (24) hours after notification by the COTR via phone, email, or Salesforce or alternate timeframe approved by the COTR.

C.7.5.3 The Contractor shall prepare a work order for each on-call repair service. Work orders must include details such as name of technicians, time of arrival and departure, hours worked, nature of work performed, any parts used and operational status of equipment at the time of departure. A copy of each work order must be attached to the invoice as supporting documentation for payment. Payment will only be made for services performed and supported by work orders.

C.7.6 Emergency Service Calls

The Contractor shall provide response to requests for emergency elevator service including but not limited to the freeing of individuals trapped in a stalled elevator car, restore inoperative elevators which are causing disruption to the arrival and departure of building occupants, request for service for a priority elevator, or other situations determined by the Department to be an emergency. The Contractor shall provide at a minimum the following emergency response service for Facility elevators, lifts, and escalators:

- a. Respond to requests for emergency service twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days a year;
- b. Report to the site within one (1) hour for requests
- c. Remain on the job until the emergency has been resolved.
- d. Secure the elevator and notify the COTR if the nature of the service request cannot be corrected within two (2) hours;
- e. Notify the COTR within two (2) hours of the time and date corrective action will be taken if the situation cannot be resolved within two (2) hours; and
- f. Acknowledge and respond to requests for service made by the COTR or his/her designee by telephone, e-mail, or other means within the timeframes specified herein.

C.7.7 Non-Emergency Service Calls

The Contractor shall provide at a minimum the following non-emergency service calls for Facility elevators, lifts and escalators:

- a. Respond to Non-emergency service calls seven (7) days per week, twenty-four (24) hours per day
- b. Report to the site within one (1) hour of the time of notification
- c. Report to the site by the next business day for requests received after Normal Occupant Working Hours
- d. Secure the elevator and notify the COTR if the nature of the service request cannot be corrected within two (2) hours;
- e. Provide the COTR within two (2) hours with the time and date corrective action will be taken if the situation cannot be resolved within two (2) hours; and
- f. Acknowledge and respond to requests for service made by the COTR or his/her designee by telephone, e-mail, or other means within the timeframes specified herein.

C.7.8 Service Call Documentation

The Contractor shall include documentation of elevator service calls as described in *Section [C.7.5]*.

C.7.9 Replacement Items

The Contractor shall provide a proposal for any replacement items found during any inspection or service to the elevator.

C.7.9.1 Materials

The Contractor shall ensure that all parts and materials used for repairing the elevator equipment are the product of the manufacturers of the existing equipment or equal, approved by the COTR, to meet the minimum Federal specifications.

C.7.10 Standards

Unless otherwise specified in writing, all of the Contractor's materials, design clearances, construction, workmanship and tests shall conform to all applicable D.C. Code provisions and other applicable and related codes, laws and regulations.

C.7.11 Repair Service Reports

The Contractor shall, at the completion of each week, provide a full report of all District elevators, escalators, wheelchair lifts and conveyances listed in *Attachment J.14* that were serviced, via email and Salesforce in MS Excel format. Salesforce shall also be updated on a weekly basis for the completion of issued work orders.

C.7.11.1 The Contractor shall prepare and submit via email and Salesforce to the COTR with each monthly invoice a monthly report that itemizes on-call repair work performed during the month.

C.8 WARRANTY

C.8.1 Warranty on Parts

The Contractor must provide all manufacture warranties documentation on parts and materials and such warranties shall be honored by the Contractor. All warranty documentation shall be submitted and uploaded to the Districts Salesforce workorder management system as well as providing with invoicing for review and acceptance as described in *Section [C.7.5] and [G.2]*.

C.8.2 Warranty on Workmanship

The Contractor shall warrant all work provided under this Contract for a period of no less than one (1)-year from date of service.

C.9 QUALITY CONTROL PROGRAM

The Contractor shall establish, develop, maintain, and implement a Work Plan, including a complete Quality Control Plan (QCP) delineating the Contractor's Quality Control Program and Inspection System to monitor and control its performance of Services at each site to ensure compliance to the contract requirements. The Contractor shall submit the Work Plan with its proposal. The QCP shall include:

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

C.9.1 Self-Evaluation

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

C.9.2 Performance Measures

The rating(s) the Contractor receives on inspections and evaluations conducted by the District will be reflected in the past performance reports. These reports may affect the exercise of options, whether Contractor is awarded future District contracts and whether the contract is terminated for non-performance in accordance with the Standard Contract Provision, *Attachment J.1 Article 8*. Excessive complaints, nonperformance or timeliness of performance may result in any of the actions noted above.

C.9.2.1

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

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/or **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 Year (BY) with an anticipated date of award beginning 1-October-2019, for an anticipated period of twelve (12) months through 30-September-2020.

F.1.2 Letter Contract (*where applicable*): It is understood and agreed that certain activities described herein may have been performed while a Letter Contract was in place, and the terms of the Letter Contract shall merge into and be superseded by this contract upon its execution by the CO. In this instance, the term of the contract would begin on the effective date of the Letter Contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District reserves the unilateral right to 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: In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the costs and prices for the option period shall be as specified in **SECTION [B.2.3] Group A CLINS 0001 thru 0157** and **SECTION [B.2.4] Group B CLINS 0001 thru 0083** of the Contract and **Attachment J.11**. 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-2020 thru 30-Sep-2021
OY2	1-Oct-2021 thru 30-Sep-2022
OY3	1-Oct-2022 thru 30-Sep-2023
OY4	1-Oct-2023 thru 30-Sep-2024

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

F.2.3 The firm-fixed, fully loaded monthly services rates identified in **Section [B.2.3], Group A CLIN 0001 thru 0157**, **Section [B.2.4] Group B CLIN 0001 thru 0083** and the firm-fixed, fully loaded direct hourly labor rates identified in **Section [B.2.3] Group A CLIN 0158 thru 0161** and **Section [B.2.4] Group B CLINS 0084 thru 0087**, for the Base

Period and each subsequent Option Period, shall be as specified in **Sections [B.2.3] thru [B.2.4.5]** of the Contract and are firm throughout the life of the Contract term.

F.2.3.1 All rates shall be the Offeror's sole method of compensation and as such, shall be sufficient to cover all of the costs necessary to provide services including, but not limited to; labor, supplies, materials, repairs, tools, vehicles, transportation, lifts, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit and all else necessary to perform the work described hereunder including the applicable year-over-year changes in wages attributed to market variables of the US Department of Labor Wage Determination and the D.C. Living Wage increases (collectively, changes to the governed labor laws and wages).

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.2.6 During any option year, contract requirements and deliverables remain the same as those of the base year unless changed by way of a Contract Modification issued by the Contracting Officer.

F.2.7 If the Department exercises an option period, the extended contract shall be considered to include this entire option clause.

F.3 DELIVERABLES

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

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.5.1	Assessment Report	1	MS Excel/Email	30 days after award
C.5.10.3.1	Preventive Maintenance Schedule	1	MS Excel/Email	30 days after award
H.7.5	Performance Report	1	Email	At the request of the COTR
H.9.5	Subcontracting Plan Compliance Reporting	1	MS Excel	Quarterly

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

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

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

G.2.1 Prior to creating the payment request described above, the Contractor shall submit a proper invoice based on applicable guidelines specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.9]**

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.12 “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.2.2.4 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, 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.9]** 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 Department 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 Goods & Services

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the Department 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:
 - (i) "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.2.2.1]**".
 - (ii) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
 - (iii) "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.2.2.1]**"; and
- c) Presentation of a properly executed invoice.

G.4.2 LUMP SUM PAYMENT

The Department will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

G.4.3 Payment for Reimbursable Services, Parts and Materials

Payment for approved reimbursable services, parts and or materials will only considered and made after the Contracting Officer has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of DCMR Title 27; and in accordance with Chapter 2405; and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of all parts and or materials required to complete the subject repair or replacement services. The Quote shall include, but is not limited to, itemized parts, manufacture name, part number, direct vendor cost of parts, estimated shipping and arrival of parts, and vendor mark-up of cost of parts to be passed to the Department in an amount not-to-exceed a 10%; (ii) the Contracting Officer’s Technical Representative (“COTR”) approval of the Quote; and (iii) the Contracting Officer’s issuance of a Task Order upon COTR request per **Section [G.10] Ordering Clause**. On an emergency basis, upon the COTR’s determination that the repairs/work required poses an imminent threat/emergency, the Contractor may complete work immediately with written authorization from the COTR for work up to \$500.00. The Reimbursable Cost for all parts and material shall-not exceed the non-guaranteed annual ceilings as defined in **Section [B.2.4.1] Cost Reimbursement Ceilings**.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

- G.6.1.1.1** The date on which payment is due under the terms of the contract;
- G.6.1.1.2** Not later than seven (7) calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- G.6.1.1.3** Not later than ten (10) calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
 - G.6.1.2.1** 3rd day after the required payment date for meat or a meat food product;
 - G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** Any amount of an interest penalty which remains unpaid at the end of any thirty (30)-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.6.2** **Payments to Subcontractors**
 - G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Department for work performed by any subcontractor under the contract:
 - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the Department that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
 - G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
 - G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or

G.9.2.2.3 15th day after any other required payment date.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Department is a party. The Department may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the Department 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.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person(s) authorized to approve changes in any of the requirements of this Contract.

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

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE / CONTACT ADMINISTRATOR ("COTR" OR "CA")

G.9.1 The COTR/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 COTR/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.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the Contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Department's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR/CA is:

Name of CA

Title of CA

Address

Telephone

Fax

E-mail address]

- G.9.3** The COTR/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 Department property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Department, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

G.10.1 Any supplemental service furnished under this Contract may be ordered by issuance of delivery orders or Task Orders by the Contracting Officer in the form of ***Attachment J.13 – Form of Task Order***. Such orders may be issued during the term of this contract.

G.10.2 ***RESERVED [Intentionally Omitted]***

G.10.3 There is no limit or maximum on the number of orders/Task Orders that may be issued. The Department may issue Task Orders requiring delivery of services and or supplies for multiple destinations or performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel a Task Order(s).

G.10.4 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 individual 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

G.10.5 All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Task Order and this Contract, the Contract shall control.

G.10.6 If mailed, a Delivery Order or Task Order is considered "issued" when the Department deposits the order in the mail. Orders may be issued by facsimile or all other electronic commerce methods (e.g. email)

G.11 COST REIMBURSEMENT CEILING

G.11.1 Cost reimbursement ceiling for this Contract is set forth in **Section [B.2.4.1]**

G.11.2 The costs for performing the cost reimbursement elements of this Contract shall not exceed the cost reimbursement ceiling specified in **Section [B.2.4.1]**

G.11.3 The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all of the cost-reimbursable obligations under this Contract within the cost reimbursement ceiling.

G.11.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this Contract will be either greater or substantially less than the cost reimbursement ceiling.

G.11.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this Contract.

G.11.6 The Department and/or the District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section [B.2.4.1]**, and

the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clauses of this Contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section [B.2.4.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this Contract.

G.11.7 *No notice*, communication, or representation in *any form from any person other than the CO* shall change the cost reimbursement ceiling. In the absence of the specified notice, the Department and/or the District is not obligated to reimburse the Contractor for any costs in excess of the Costs Reimbursement Ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.11.8 If any cost reimbursement ceiling specified in **Section [B.2.4.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.11.9 A change order/contract modification shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section [B.2.4.1]**, unless the change order/contract modification specifically increases the cost reimbursement ceiling.

G.11.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

G.12 HOURLY RATE CEILING

G.12.1 The ceilings for specified for the firm-fixed, and fully loaded direct hourly labor rates are set forth in **Section [B.2.3]**.

G.12.2 The hourly rates in this contract *shall be firm, fixed and fully-loaded* and shall be sufficient to cover all of the costs necessary to provide services including, but not limited to, labor, supplies, materials, repairs, tools, vehicles, transportation, lifts, travel to and from work sites, per diem, subcontractor costs, home office overhead, profit and all else necessary to perform the work described hereunder including the applicable year-over-year changes in wages attributed to market variables of the US Department of Labor Wage Determination, US Department of Labor Davis-Bacon Act and the D.C. Living Wage increases. The total cost to the Department shall not exceed the ceilings specified in **Section [B.2.4.1]**.

G.12.3 The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all obligations under this contract within the hourly rate ceilings.

G.12.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this Contract will be either greater or substantially less than the hourly rate ceilings.

- G.12.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this Contract.
- G.12.6** The Department is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in **Section [B.2.4.1]**, and the Contractor is not obligated to continue providing hourly rate items under this Contract (including actions under the Termination clauses of this Contract), or otherwise incur costs in excess of the hourly rate ceilings specified in **Section [B.2.4.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this Contract.
- G.12.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the Department is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.12.8** If any hourly rate ceiling specified in **Section [B.2.4.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.12.9** A change order/contract modification shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in **Section [B.2.4.1]**, unless the change order/contract modification specifically increases the hourly rate ceilings.

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

H.2.1 The Contractor shall be bound by the *Wage Determination No. 1978-1183, Revision No.: 60, dated 01-March-2019*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as **Attachment J.2**. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

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

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

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

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

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

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

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

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

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

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

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 AUDITS AND RECORDS**
- H.6.1** 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.6.2 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, offices or other facilities or parts of them, engaged in performing the Contract.
- H.6.3 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 bid 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.6.4 Comptroller General**
- H.6.4.1** 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.6.4.2** This section 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.6.5 **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.6.6 **Availability.** The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the contract, 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.6.7 The Contractor shall insert a clause containing all the terms of this clause, including this **Section [H.6.7]**, in all subcontracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That is 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.6.5]** of this clause.

H.7 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.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH - *RESERVED [Intentionally Omitted]*

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 **Sections [H.9.1.5] and [H.9.1.7]**, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on

a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

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

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

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

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

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

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

H.11 **DISTRICT RESPONSIBILITIES - *RESERVED [Intentionally Omitted]***

H.12 **CONTRACTOR RESPONSIBILITIES**

H.12.1 **Contractor Notice Regarding Late Performance**

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

H.12.2 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.12.3** The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.
- H.12.4** 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.12.5** 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.12.6** 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.12.7** 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.12.8** 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.12.9** **Bond Requirements - *RESERVED [Intentionally Omitted]***
- H.12.10** **Allowable Subcontracting Requirements**
- H.12.10.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.
- H.12.10.2** 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.12.10.3** 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.12.10.3.1 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.12.10.3.2 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.12.11 Staff Attire and Identification

H.12.11.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

H.12.11.2 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.12.12 Safety Requirements

H.12.12.1 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.12.12.2 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.12.12.2.1 Back support devices

H.12.12.2.2 Eye protection

H.12.12.2.3 Hearing protection

H.12.12.2.4 Hand protection

H.12.12.2.5 Head protection

H.12.12.2.6 Foot protection

H.12.12.3 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.12.12.4** 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.12.12.5** 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.12.13 Fire Prevention**
- H.12.13.1** 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.12.13.2** 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.12.14 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.12.15 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.12.16 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.12.17 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.12.18 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.12.19 Suspension Of Work

H.12.19.1 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.12.19.2 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.12.19.3 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.12.19.4 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.12.19.5 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.12.20 Contract Completion or Termination

H.12.20.1 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 CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

I.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.1*.

I.9 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the

Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section [I.8] - Disputes**.

- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order, when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.10 NON-DISCRIMINATION CLAUSE

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

- I.10.2** Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:
- I.10.3** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.
- I.10.4** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
- a) employment, upgrading or transfer;
 - b) recruitment, or recruitment advertising;
 - c) demotion, layoff, or termination;
 - d) rates of pay, or other forms of compensation; and
 - e) selection for training and apprenticeship.
- I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.
- I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement

each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.10.9 The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

I.10.10 The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.

I.15.11 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

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 proposal 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 Department 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-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.

4. 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.

5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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 Keith Giles

Chief Contracting Officer

Associate Director, Contracting & Procurement

Department of General Services

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

Telephone: (202) 671-2445

E-mail address: keith.giles@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 Offeror who has not satisfied the equal employment requirements.

I.16 ORDER OF PRECEDENCE

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

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

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 No. 1978-1183, Revision No.: 60, dated 01-March-2019
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
J10	Contract Award Signature Page
J.11A J.11B	Price Schedule/Compensation
J.12	Form of Invoice
J.13	Form of Task Order
J.14	Facility and Equipment Listing
J.15	Form of Report (Performance Report)

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 Department intends to award multiple Contracts resulting from this solicitation to the responsive and responsible Offeror[s] whose offer[s] conforming to the solicitation and will be most advantageous to the Department, in accordance with D.C. Official Code § 2-354.03, 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, four (4) copies and one (1) redacted copy in accordance with **Section [L.3]**, of the written proposals. Proposals shall be separated into two (2) parts; individually tabulated in three (3)-ring binders titled "Technical Proposal" and "Price Proposal(s)." Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper, double-sided and three-hole punched. The official name of the firm submitting the proposal must appear on the outside front cover of each binder. Telephonic, telegraphic, and facsimile proposals will not be accepted:

- Proposals shall be submitted in a sealed envelope/package conspicuously marked:
"Proposal in Response to Solicitation No. DCAM-19-NC-RFP-0007 Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services"
 - ✓ **DCAM-19-NC-RFP-0007 Technical Proposal** – Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services.
 - ✓ **DCAM-19-NC-RFP-0007 Price Proposal(s)** – Elevator, Escalator, Wheel-Chair Lifts and Conveyances System Operation, Maintenance and Repair Services.
- a. Each **Technical 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;
- b. Each **Price Proposal** must be organized and prepared as follows:
- i. Completed Price Schedule substantially in form of **Attachment J.11A & J.11B**
 - 1. ***NOTE: In the opinion of the Department, any material deviations of this from, Attachment J.11A & J.11B which is provided by the Department, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.***
 - ii. Bidder/Offeror Certification – **Attachment J.4**
 - iii. DOES 1st Source Agreement – **Attachment J.5**
 - iv. DOES 1st Source Employment Plan – **Attachment J.6**
 - v. DSLBD Subcontracting Plan Form – **Attachment J.7**
 - vi. DOES EEO Policy and Report – **Attachment J.8**
 - vii. Contractors Completed Tax Affidavit – **Attachment J.9**

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, organized as outlined above.

- (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 and .pdf copies of all Attachments.

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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **11:00 a.m. EST on Thursday, August 15, 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 August 20, 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.5 FACILITY SITE VISIT/WALK-THRU - **RESERVED [Intentionally Omitted]**

L.6 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, Keith Giles at keith.giles@dc.gov. The prospective offeror should submit questions no later than **close of business on Tuesday, August 20, 2019, eleven (11) business days** prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than **eleven (11) business 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.7 *PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS*

L.7.1 Proposal Submission

L.7.1.1 Proposals must hand-delivered to the *Department of General Services* no later than 11:00 a.m. EST on Wednesday, September 4, 2019 to the *8th Floor Receptions of the Frank D. Reeves Municipal Building located at 2000 14th Street, N.W. Washington, D.C. 20009.*

L.7.1.2 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.7.1.1] 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.7.1.3 Telephonic, telegraphic, and facsimile proposals will *not* be accepted or considered for award.

L.7.2 **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.7.1.1]**.

L.7.3 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.7.4 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.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 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.8.2 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.9 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.10 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.11 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.12 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.13 PROPOSAL COSTS

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

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in **Section [I.14(H)]** to:

GEORGE G. LEWIS, CPPO C/O Keith Giles

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: keith.giles@dc.gov

L.15 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.16 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.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offerors;

L.17.2 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.18.3 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.19 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.20 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.20.1 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.20.2 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.21 **SPECIAL STANDARDS OF RESPONSIBILITY** *RESERVED [Intentionally Omitted]*

L.22 **KEY PERSONNEL & POSITIONS**

L.22.1 The District considers the following positions to be key personnel for this contract:

1. **Service Manager (SM):** 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 SM shall have (i) a minimum of five (5) years of experience in the delivery of conveyance systems operation, inspections, preventative maintenance and repair services similar in nature, size, scope and complexity as the Services described herein, and (ii) This person shall also possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. The SM shall be proficient in writing and speaking English.
2. **Elevator Mechanic(s):** Shall have demonstrated minimum of five (5)-years' experience providing elevator/conveyance systems operation, inspection, preventative maintenance and repair services similar in nature, size, scope and complexity as the Services described herein. The Contractor must present with its proposal the current DCRA Elevator Mechanic licenses and these individuals shall be proficient in writing and speaking.

L.22.2 **The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.**

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

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

M.1.1 Relative Importance of Each Factor and Subfactor. Among the evaluation factors considered in the evaluation process, there are additional subfactors considered, and when combined are significantly more important than cost or price

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

NUMERIC RATING	ADJECTIVE	DESCRIPTION
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

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

M.2.3 If subfactors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA (112-Points Maximum)

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

M.4 TECHNICAL CRITERIA (80-Points Maximum)

M.4.1 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
<p>Factor A: Relevant Experience and Past Performance of Contractor and its Team:</p> <ul style="list-style-type: none"> (i) performing various facility conveyance systems condition assessment, inspection, preventative maintenance and repair type services for system subject of the resulting Contract to include such multi-asset property portfolios over the past five (5) years; (ii) supervising multiple work crews; (iii) experience with, and knowledge of conveyance systems inspection, operation, maintenance and repair services; and (iv) access to the necessary technology, equipment and standards <ul style="list-style-type: none"> a. Offeror shall submit a list of three (3) current or previous contracts that best illustrate the firm's experience and capabilities performing identical or similar work in size and scope of this project within the last five (5) years. Descriptions of these contracts shall include at minimum the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address. b. Offeror shall demonstrate experience on contracts with any 	<p style="text-align: center; vertical-align: middle;">30</p>

<p>entity (e.g. local municipalities, federal and or commercial contracts) in terms of quality of work and compliance with performance schedules.</p> <p>c. Offeror shall demonstrate the ability to maintain monthly routine, preventative maintenance and on-call repair services for a minimum of 100+ conveyance systems</p>	
<p>Factor B: Relevant Experience of the Contractor's Proposed Key Personnel & Staffing</p> <p>(i) The Service Manager, the Elevator Mechanic whom will be responsible for technical aspects of the Component elements outlined in all of Section [C.5]; and</p> <p>(ii) the Offeror shall submit with its proposal evidences of its intent to comply with the requirements in Section [C.5] and [H.10]</p> <p>a. A resume for each key personnel;</p> <p>b. commitment letter shall be included with the proposal on company letter head committing each key personnel for the duration of the contract; and</p> <p>c. the percentage of time each person will devote to this project.</p> <p>d. any and all applicable Trades Licenses issued by DCRA to provide applicable services</p>	30
<p>Factor C: Operations Management Plan</p> <p>(i) Key Personnel</p> <p>(ii) Vehicle, Equipment & Supplies</p> <p>(iii) Quality Control Plan (QCP)</p> <p>(iv) Risk Management</p> <p>(v) Transition of Services</p> <p>(vi) Customer Service</p> <p>TOTAL MAXIMUM TECHNICAL POINTS AVAILABLE</p>	20 80

M.4.2 Relevant Experience and Past Performance of the Contractor and its Team (30-Points)

The Department desires to engage up-to two (2) Contractors, each with a minimum of five (5) years relative experience providing conveyance system services for multi-asset property portfolios (whether commercial, municipal or residential in nature) that are similar in nature, scope, size 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 various facility conveyance systems condition assessment, inspection, preventative maintenance and repair type services for system subject of the resulting Contract to include such multi-asset property portfolios over the past five (5) years; (ii) supervising multiple work crews; (iii) experience with, and knowledge of conveyance systems inspection, operation, maintenance and repair services; and (iv) access to the necessary technology, equipment and standards. The Contractor shall demonstrate experience with the earlier standards 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.

- (i) Offeror shall submit a list of three (3) current or previous contracts that best illustrate the firm's experience and capabilities performing identical or similar work in size and scope of this project within the last five (5) years. Descriptions of these contracts shall include at minimum the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.
- (ii) Offeror shall demonstrate experience on contracts with any entity (e.g. local municipalities, federal and or commercial contracts) in terms of quality of work and compliance with performance schedules.
- (iii) Offeror shall demonstrate the ability to maintain monthly routine, preventative maintenance and on-call repair services for a minimum of 100+ conveyance systems.

M.4.3 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 be dedicated to the performance under this contract full-time and 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; it is important for the Contractor to understand that the Department expects full-time, dedicated personal assigned under this contract to provide response and services in accordance to the standards set herein. Proposals should identify, at a minimum: (i) the Service Manager, the Elevator Mechanic whom will be responsible for technical aspects of the Component

elements outlined in all of **Section [C.5]**, (ii) the Offeror shall submit with its proposal evidences of its intent to comply with the requirements in **Section [C.5] and [H.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. Key personnel will be evaluated on their specific experience and past performance on similar projects of the size, type and complexity to the scope of work in this contract. This evaluation factor considers the education, experience, and knowledge of the key personnel. The Offeror shall provide the following:

- (i) A resume for each key personnel;
- (ii) A commitment letter shall be included with the proposal on company letter head committing each key personnel for the duration of the contract; and
- (iii) The percentage of time each person will devote to this project.
- (iv) Any and all applicable Trades Licenses issued by DCRA to provide applicable services.

Service Manager (SM): 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 SM shall have (i) a minimum of five (5) years of experience in the delivery of conveyance systems operation, inspections, preventative maintenance and repair services similar in nature, size, scope and complexity as the Services described herein, and (ii) This person shall also possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. The SM shall be proficient in writing and speaking English.

Elevator Mechanic(s): Shall have demonstrated minimum of five (5)-years' experience providing elevator/conveyance systems operation, inspection, preventative maintenance and repair services similar in nature, size, scope and complexity as the Services described herein. The Contractor must present with its proposal the current DCRA Elevator Mechanic licenses and these individuals shall be proficient in writing and speaking English.

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

M.4.4 Operations Management Plan (20 Points)

Offerors are required to submit an Operations Management Plan along with their proposals. The Operations Management Plan should clearly explain how the Offeror will manage the organization, logistics, Salesforce data upload and report submission, and security requirements described in **Sections [C.5]**. 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.5]** at a minimum, this Operations Management 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 workorder to delivery. The plan must include all elements necessary and the times associated with meeting the government's requirements per the SOW.
 - b. The Contractor must demonstrate the ability to comply with all Salesforce workorder management, reporting and documentation up-loading including the use of photographic documentation.
- (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.
- (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 workorders from the Government. An acceptable implantation plan will include how the operations management 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 reimbursable 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 Salesforce, and the Contractor's overall methodology and approach to provide world-class customer service.

- M.5 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.6 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**
- M.6.1 TOTAL POINTS (112 Total 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.6.2 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.7. 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.7.1 Application of Preferences**
For evaluation purposes, the allowable preferences under the Act shall be applicable to prime Contractor(s) as follows:
- M.7.1.1** Any prime Contractor(s) 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.7.1.2** 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.7.1.3** 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.7.1.4** 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.7.1.5** 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.7.1.6** 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.7.1.7** 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.7.1.8** 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.7.2** **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.7.3** **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.7.4** **Verification of Offeror's Certification as a Certified Business Enterprise**
- M.7.4.1** 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.7.4.2** 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.7.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.8 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.8.1 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.8.2 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.