



AWARD/CONTRACT		1. Caption COMPREHENSIVE CITY-WIDE LANDSCAPING MAINTENANCE AND SUPPLEMENTAL LANDSCAPING SERVICES		Page of Pages	
				1	104
2. Solicitation/Contract Number DCAM-20-NC-RFP-0001		3. Effective Date See Block 18C		4. Requisition/Purchase Request/Project No.	
5. Issued By: Franklin Austin, CPPB, CPM DEPARTMENT OF GENERAL SERVICES 2000 14 th Street, 8 th Floor Washington, DC 20009			6. Administered by (If other than line 5) DEPARTMENT OF GENERAL SERVICES 2000 14 th Street, 8 th Floor Washington, DC 20009 Domonique L. Banks domonique.banks@dc.gov		
7. Name and Address of Contractor			8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other		
			9. Discount for Prompt Payment		
			10. Submit invoices as described in Section G.2		
11. Ship To/Make For			12. Payment will be made by Government of the District of Columbia Department of General Services, Office of the Chief Financial Officer 2000 14 th Street, 5 th Floor Washington, DC 20009		
13. Acknowledgement of Amendments The Offeror acknowledges receipt of amendments to the Solicitation			Amendment No.		Date
X _____ Signature					
14. Supplies/Services/Price			15. Table of Contents		
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PROCUREMENT SCHEDULE					
ISSUED DATE		October 10, 2019			
PRE-PROPOSAL CONFERENCE		Wednesday, October 23, 2019 - 1:00 P.M.			
QUESTIONS		Wednesday, October 30, 2019			
PROPOSAL CLOSING DATE		Thursday, February 20, 2020 at 2PM EST			
<i>Contracting Officer will complete Item 16</i>					
16. <input type="checkbox"/> AWARD Your proposal for the above referenced Solicitation including your Offer Letter and Price Form is hereby accepted. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein.					
17A. Name and Title of Signer (Type or print)			18A. Name of Contracting Officer Franklin Austion, CPPB, CPM Contracts & Procurement, Contracting Officer		
17B.		17C. Date Signed		18B.	
<small>(Signature of person authorized to sign)</small>				<small>(Signature of Contracting Officer)</small>	
		Government of the District of Columbia Department of General Services			

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

B.1 The District of Columbia Government, acting by and through its Department of General Services (the “Department” or “DGS”) Division of Contracts and Procurement (“C&P”) (collectively the “District”) is issuing this Request for Proposals (“RFP”) to engage up to five (5) Contractors (“Contractor(s)”) to provide *Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services* to include both Periodic Landscaping Maintenance Services (mowing, mulching, pruning, leaf removal, weeding) and additional Supplemental Landscaping Services (such other related services described herein) at various District owned and operated properties.

B.1.1 The Department intends to award up-to five (5) Contracts (one (1) Contractor for each Aggregate Award Group and one (1) Aggregate Award Group per Contractor); however, the Department reserves the right to award more than one (1) Contract to a single Contractor if in the best interest and determined to be most advantageous to the District. Interested Offerors are permitted to submit proposals to perform services for one (1), all or any other combination of the Aggregate Award Groups as it sees fit. Offerors shall bid on all Contract Line Items (CLINs) including such CLINs identified for the Base Period and all Option Periods under each Aggregate Award Group of which they submit a proposal(s). Should Offeror’s failure to complete the price schedule(s) for all CLINs (as prescribe herein), covering all option periods, such error shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award. For the complete submission and evaluation criteria please refer to **Sections [L] and [M]** of this solicitation.

B.1.2 It is the District’s expectation that the awarded Contractor(s) shall provide all supervision, labor, materials, tools, supplies, lifts, equipment, vehicles, transportation to and from all worksites, home office overhead and all other services necessary to successfully perform as prescribed herein for a Base Period (“Base Period”) and up to four (4) additional one (1) year Option Periods (each an “Option Year”) for the full Contract Term of five (5) years.

B.2 TYPE OF CONTRACT

The District contemplates the award of multiple Fixed-Price type Contracts in accordance with **Title 27 DCMR Chapter 47, 4712 and Chapter 23, 2402 FIXED-PRICE CONTRACTS**, with supplemental services performed on a **TIME-AND-MATERIAL basis** in accordance with **Title 27 DCMR Chapter 47, 4716 and Chapter 23, 2420**.

B.2.1 The Fixed-Price Contracts resulting from this RFP shall contain the following types of price and cost components:

- a) Periodic Services for each Property Site within a respective Aggregate Award Group shall be priced based on Firm-fixed, Flat rates per cycle.
- b) An established Cost Reimbursement Ceiling for all Supplemental Landscaping Services to be performed on a Time and Materials basis as follows:
 - (i) Firm-Fixed, Direct Labor Hourly rates for supplemental services provided pursuant to established ordering ceiling limits. *Cost of materials all Materials and Supplies*

shall be furnished to the District “at cost.” The District will not grant or accept any mark-ups on the Contractor’s materials and supplies.

B.2.2 The Firm- Fixed Price type Contracts awarded pursuant to this Request for Proposal (“RFP”) shall include pricing as defined by the two (2) categories describe in **Section [B.2]**, (i) firm-fixed flat per Property Site for periodic services within the respective aggregate award groups and (ii) Supplemental Landscaping Services, of which the Contractor(s) will receive compensation on a Time and Materials basis. All approved Supplement Landscaping Services shall be calculated pursuant to the firm-fixed direct hourly labor rates (x) the approved total hours = total labor cost (+) approved itemized material/supply cost. **Cost of all materials and supplies shall be furnished to the District “at cost.” The District will not grant or accept any mark-ups on the Contractor’s materials and supplies.**

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

Contract Award(s), if made, may be to multiple Contractors who submitted proposals for those items indicated by “Aggregate Award Group” herein. Offerors may bid on one (1), all or any other combination of the Aggregate Award Groups as seen fit; however, Offerors must propose pricing for all Contract Line Item Numbers (CLIN) within a specific Award Group of which they intend to be considered for award. Failure to provide pricing for all CLIN’s within an Aggregate Award Group will result in a Proposal being deemed non-responsive and removed from further evaluation in consideration of award.

B.3.1 **The awarded Contractors shall perform the required services (whether periodic or supplemental) for all properties listed under each of the following Aggregate Award Groups, as defined in Attachment J.12.**

Aggregate Award Groups

Group A	Wards 1 & 2	Group D	Wards 7 & 8
Group B	Wards 3 & 4	Group E	State of Maryland
Group C	Wards 5 & 6		Locations Only

B.4 PRICE - COST SCHEDULES

The firm-fixed rates, for both periodic landscaping maintenance and supplemental landscaping services, shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all of the services including, but not limited to, all labor, supplies, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, overhead and profit tied to the Contractor’s firm, fixed price rates (*exclusive of any overhead and profit tied to the Contractor’s materials and supplies, which shall be prohibited as noted in Section [B.2.1(i)] above*), insurance coverage and provisions as required in **Section [I.14]**, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by the U.S. Department of Labor Service Contract Act Wage Determination and or the U.S. Department of Labor Davis Bacon Act and or, the D.C. Living Wage Act of 2006 (*whichever is applicable under this Contract*) 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.4.1 Price Schedule

B.4.1.1 Base Year

B.4.1.2 OY1

B.4.1.3 OY2

B.4.1.4 OY3

B.4.1.5 OY4

B.4.2 Cost Reimbursable Supplemental Services & Ordering Ceilings

The Contractor will be reimbursed for Direct Labor Hours incurred in providing supplemental landscaping type services as defined in **Section [C.5.1.2] and [C.10]** including the cost of purchasing applicable landscaping materials and supplies. Supplement Services will be considered only after the Contracting Officer has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 24 (Contract Cost Principles) of **DCMR Title 27, Chapter 2405** (Cost Reimbursement Contracts); and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of services and materials required to complete the subject supplemental services. The Quote shall include but is not limited to, itemized materials (i.e. mulch, woodchips, peat-moss, etc.) vendor cost of materials, and estimate shipping and arrival of materials; (ii) the Contracting Officer’s Technical Representative (COTR) approves the quote; and (iii) the Contracting Officer issues a Task Order per **Section [G.10] Ordering Clause**. The Supplemental Services, Reimbursable Time and Material cost shall-not exceed the annual ceiling as defined in **Section [B.4.2.1.1] below**. **Cost of all materials and supplies shall be furnished to the District “at cost.” The District will not grant or accept any mark-ups on the Contractor’s materials and supplies.**

B.4.2.1 Cost Reimbursement Supplemental Services Ordering Ceiling

The supplemental services annual ordering maximum values for the combined Time and Material (based on firm-fixed, direct hourly labor rates and cost of landscaping related supplies and or materials (*exclusive of any overhead and profit tied to the Contractor’s materials and supplies, which shall be prohibited as noted in Section [B.2.1(i)] above*)) are as identified in the table below:

ITEM DESCRIPTION	BASE YEAR	OPTION YEAR ONE (OY1)	OPTION YEAR TWO (OY2)	OPTION YEAR THREE (OY3)	OPTION YEAR FOUR (OY4)
	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING
Reimbursable Material/Part Cost Section	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00

B.5 RESERVED [Intentionally Omitted]

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

This RFP is designated only for certified small business enterprises (“SBEs”) under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended. Thus, ***ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (“DSLBD”) as SBEs at the time of the Proposal Submission Deadline are eligible.***

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

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 EXECUTIVE SUMMARY:

The Contractor shall provide all labor, materials, tools, supplies, lifts, equipment, vehicles, transportation to and from all worksites, and all else necessary to successfully provide *Comprehensive City-Wide Periodic Landscaping Maintenance and Supplemental Services* to include the mowing, mulching, pruning, leaf removal, weeding and such other related services described herein to various District owned and operated Properties. The sites are identified in the Properties List (which only includes softscape square footage), referenced in **Attachment J.12**. During the Contract period(s), the District reserves the right to add Additional Property Sites to and or remove Property Sites from the Contractor assignment. The aforementioned is further explained in **Section [C.5.5]**. The Contractor shall provide all Services as described in **Section [C.5] Scope of Work** to ensure that Property Sites display a professional, clean, neatly manicured and safe appearance to the public at all times.

C.1.1 Rights of the District

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

C.1.1.2 assign to any selected Contractor (for this Contract) any “Additional Property Sites” further explained in **Section [C.5.5]**, and designate that the Contractor provide the required Services at the sites;

C.1.1.3 increase or decrease the number of cycles as defined in **Section [C.6.2.2] Cycle Chart** the Contractor must perform the required Services to any or all sites during the fiscal year;

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

C.1.1.5 impose Service Terminations **Section [C.9.2]**, which would permanently terminate a Contractor’s rights to perform Services to any or all site(s); and

C.1.1.6 implement Service Suspensions **Section [C.9.1]**, which would suspend a Contractor’s rights to perform Services to any or all site(s).

C.2 APPLICABLE DOCUMENTS AND REQUIRED LICENSURES

The following are applicable to this procurement and the resulting Contract and are hereby incorporated by reference:

Item #	Document Type	Title	Version/Date
1	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Concerning Hazardous Substances and Waste http://codes.lp.findlaw.com/uscode/42/82/1/6901	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	2003 Ed. or Most Recent
5	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926	Most Recent
6	Federal Regulations	Title 40 Protection of Environment CFR, Parts 260, 261, 264, 265, 268, 270, and 273 http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl	Most Recent
7	Federal Regulations	41 CFR, Part 101-120 Public Contracts and Property Management Subtitle C – Federal Property Management Regulations System Management of Buildings and Grounds https://www.gpo.gov/fdsys/pkg/CFR-2011-title41-vol2/pdf/CFR-2011-title41-vol2-subtitleC-chap101.pdf	Most Recent
8	Federal Regulations	National Emission Standards for Hazardous Air Pollutants https://www.epa.gov/compliance/national-emission-standards-hazardous-air-pollutants-compliance-monitoring	Most Recent
9	Federal Regulations	Energy Policy Act of 2005 https://www.ferc.gov/enforcement/enforce-res/EPAct2005.pdf	2005 or Most Recent
10	Executive Order	Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition https://www.epa.gov/sites/production/files/2016-01/documents/13101.pdf	1998 or Most Recent
11	Accredited Specs and Standards	International Building Code (IBC)	Most Recent
12	DC Official Code	District of Columbia Construction Codes https://dcra.dc.gov/node/1055042	Most Recent
13	DC Official Code	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings, Grounds and Space https://beta.code.dccouncil.us/dc/council/code/titles/10/	Most Recent
14	DC Law	The Clean and Affordable Energy Act of 2008 https://doee.dc.gov/sites/default/files/dc/sites/ddoe/publication/attachments/CAEA_of_2008_B17-0492.pdf	2008 or Most Recent
15	DC Official Code	DC Solid Waste and Multi-Materials Management https://beta.code.dccouncil.us/dc/council/code/titles/8/chapters/10/	Most Recent
16	DC Web Site	Department of Consumer and Regulatory Administration (DCRA) Building and Land Regulation Administration (BLRA)	Most Recent
17	DC Web Site	District of Columbia/Pearson Vue Licensing http://www.Contractors-license.org/dc/DistofColumbia.html	Most Recent
18	DC Water	Washington Suburban Sanitary Commission https://www.wsscwater.com/home.html	Most Recent
19	DC Web Site	Department of General Services https://dgs.dc.gov/	Most Recent
20	Accredited Specs and Standards	International Electrical Testing Association (NETA) http://www.netaworld.org/	Most Recent
21	Accredited Specs and Standard	Leadership in Energy and Environmental Design (LEED) https://www.usgbc.org/?CategoryID=19	Most Recent
22	DC Policy	OCP Directive 1303.00 dated October 1, 2003 “Environmentally Preferable Purchasing”	Most Recent
23	Accredited Specs and Standards	National Fire Protection Association (NFPA) Recommended Practice for Electrical Equipment Maintenance NFPA 70B, 72, 25	Most Recent

24	Accredited Specs and Standards	National Fire Protection Association (NFPA) NFPA 30, Flammable and Combustible Liquids Code http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=30&cookie%5Ftest=1	Most Recent
25	Accredited Specs and Standards	National Institute Certification of Engineering Technologies http://www.nicet.org/	Most Recent
26	Accredited Specs and Standards	The National Board Inspection Code Inspection of Boiler and Pressure Vessels http://www.nationalboard.org/index.aspx?pageID=4&ID=445	Most Recent
27	Accredited Specs and Standards	Construction Specifications Institute (CSI) https://www.csiresources.org/home	Most Recent
28	Accredited Specs and Standards	Public Buildings Maintenance Guides and Time Standards	Most Recent
29	Accredited Specs and Standards	International Code Council (ICC) https://www.iccsafe.org/	Most Recent
30	Accredited Specs and Standards	American National Standard Institute (ANSI) Amendment Z245.1 – Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment – Safety Requirements https://www.ansi.org/	2012 or most Recent
31	Accredited Specs and Standards	American National Standards Institute/American Society of Heating, Refrigeration, and Air Conditioning Equipment (ANSI/ASHRAE) Standards 55 and 62 https://www.ashrae.org/standards-research--technology/standards-addenda	Most Recent
32	Accredited Specs and Standards	American Society of Mechanical Engineers with addendum's Safety Code for Elevators and Escalators AMCE A.17.1 http://files.asme.org/Catalog/Codes/PrintBook/29151.pdf	2010 Edition
33	Accredited Specs and Standards	National Electrical Code (NEC) http://www.nfpa.org/NEC	Most Recent
34	Accredited Specs and Standards	Elevator Industry Field Employees' Safety Handbook http://www.elevatorjobsitesafety.com/handbook.php	2015 or Most Recent
35	Accredited Specs and Standards	Building Official Code Administration (BOCA) https://global.ihs.com/standards.cfm?publisher=BOCA	Most Recent
36	Accredited Specs and Standards	American Society for Testing Materials (ASTM) https://www.astm.org/Standard/index.html	Most Recent
37	Accredited Specs and Standards	Institute of Electrical and Electronics Engineers (IEEE) https://www.ieee.org/index.html	Most Recent
38	Accredited Specs and Standards	Carpet and Rug Institute (CRI) Green Label Program http://www.carpet-rug.org/commercial-customers/green-building-and-the-environment/green-label-plus/	Most Recent
39	Accredited Specs and Standards	Carpet and Rug Institute Bronze Seal of Approval http://www.carpet-rug.org/seal-of-approval-program.html	Most Recent
40	Accredited Specs and Standards	Integrated Plant Nutrition Management	Most Recent
41	Accredited Specs and Standards	Green Seal http://www.greenseal.org/	Most Recent
42	DC Official Code	D.C. Code, Title 10 Parks, Public Buildings and Grounds https://beta.code.dccouncil.us/dc/council/code/titles/10/	Most Recent

43	DC Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 19 Amusements, Parks, and Recreation Chapter 7 -Department of Parks and Recreation	Most Recent
44	Industry Association	American Nursery and Landscape Association Industry Standards and Practices www.ania.org	Most Recent
45	Industry Association	American Seed Trade Association Industry Standards and Practices www.amseed.com	Most Recent
46	Industry Association	American National Standards Institute (ANSI) Standard Specification ASTM Standards on Irrigation Systems	Most Recent
47	Federal Law	U. S. Department of Justice American with Disabilities Act www.ada.gov	Most Recent
48	Industry Standards	ATSM Standards Guide for Maintaining Cool Season Turf grasses on Athletic Fields https://www.astm.org/Standards/F2060.htm	Active Standard ASTM F2060 or Most Recent
49	Industry Standards	ATSM Standards Guide for Maintaining Warm Season Turf grasses on Athletic Fields https://www.astm.org/Standards/F2269.htm	Active Standard ASTM F22269 or Most Recent
50	DC Official Code	Pesticide Education and Control Amendment Act of 2012 and Pesticide Operation Regulations http://dcclims1.dccouncil.us/images/00001/20120801151713.pdf	Most Recent
51	DC Official Code DOEE	Pesticides Laws and Regulations https://doee.dc.gov/node/8822	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 prescribed hereunder in accordance with all applicable industry standards such as ASNI, OSHA, federal, state and local municipalities ordinances and statutes, and all applicable equipment manufacturer’s recommendations, including BOCA, applicable D.C. Code and regulations to achieve the following:

1. Consist and maximum safe operation, performance, usage, and cycle of equipment,
2. Performance Standards for Grounds Maintenance & Landscaping Services (NIGP Code(s): 9883600; 9885200)

C.3 DEFINITIONS & ACRONYMS

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

C.3.1.1 Acceptable Level of Maintenance the process of maintaining or preserving property and or equipment, or the state of being maintained and that level of maintenance, which will preserve the property and or 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.

C.3.1.2 Acceptance means that level of maintenance, which preserves property, buildings sites and or 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.

C.3.1.3 Additional Property Sites These properties are new properties for which the Department assumed responsibility or otherwise acquired; property that was previously assigned to another Contractor; or a property that a Contractor was not awarded.

- C.3.1.4** **Applicable Laws** means all applicable federal and local laws, statutes, codes, ordinances, rules and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the term of an award made hereunder).
- C.3.1.5** **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.3.1.6** **Area** shall have the meaning given to such term in **Section [C.5.2]**. Both this term and the term “Service Areas” are used interchangeably throughout this Contract. Depending upon the context when such term is so used, the term shall have the same meaning as a “Service Area”, “Cycle Rate Service Area”, or “Hourly Rate Service Area”, as applicable. When this term is used in the context of any one particular Contractor, it shall specifically mean only those areas situated on Initial Property Sites initially awarded (and, if applicable, Additional Property Sites subsequently assigned by DGS during the Contract Term) to that particular Contractor.
- C.3.1.7** **Assignment Notice** A document provided by the Department notifying the Contractor of a new Property Site being assigned under their Aggregate Award Group (the “Property Site”).
- C.3.1.8** **Athletic Fields** means any fields used for athletic play to include football, baseball, softball, lacrosse and rugby.
- C.3.1.9** **Award Notice** is defined as the notice given by DGS to that particular Contractor stating that such Offeror has been awarded a contract hereunder.
- C.3.1.10** **Basic Services** are services that consist of the recurring contract requirements and the requirements established by the statement of work and related general and administrative functions. For the purpose of this Contract, Basic Services are defined as the "Periodic Landscaping Maintenance Services" and or "Service Cycles" collectively the “Services” hereunder.
- C.3.1.11** **Comprehensive city-wide Landscaping Maintenance & Supplemental Landscaping Services; Grounds Maintenance Services” and “Services** are used interchangeably throughout this Scope of Work. When these terms are used in the context of any one particular Contractor, it should be interpreted to mean only those “Comprehensive Landscaping Maintenance and Supplemental Landscaping Services” which are required to be performed by that particular Contractor hereunder.
- C.3.1.12** **Construction Operations - *RESERVED [Intentionally Omitted]***
- C.3.1.13** **Contract Term** shall mean, in the case of any particular Contractor, the term of that particular Contractor’s Awarded Contract commencing upon the award date, continuing through those option periods (if any) so exercised by DGS, and lasting until its early termination or expiration thereof.
- C.3.1.14** **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.3.1.15 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.3.1.16 Contractor's Obligations** shall mean all of the obligations imposed on the Contractor by this Contract.
- C.3.1.17 Correction** shall mean the elimination by a Contractor of any deficiency, error and or omission to the services and results provided under this Contract.
- C.3.1.18 Cost Reimbursement** A contract component where a Contractor is paid for pre-determined and allowed expenses up-to a set limit. For the purpose of this Contract, the Cost-reimbursement component is based on a fixed-price for direct labor hourly rates and the cost of materials provided for specific supplemental services prescribed hereunder.
- C.3.1.19 Decommissioned** any building, property and or equipment withdrawn from services.
- C.3.1.20 Defects** is an anomaly in a product and or service defined as a shortcoming, imperfection or lack of standard. For the purposed of this Contract "Defects" are those obstacles that will likely prevent the Contractor from performing fifty percent (50%) or more of the services required at a given site.
- C.3.1.21 Deficiency** is an anomaly in a product and or service defined as a shortcoming, imperfection or lack of standard. For the purposed of this Contract "Deficiency" are those obstacles that will likely prevent the Contractor from performing fifty percent (50%) or more of the services required at a given site.
- C.3.1.22 Direct Cost** is a cost that may be calculated and identified directly with a product, function, or activity and that usually involves expenditures for raw materials and direct labor and sometimes specific and identifiable items of overhead.
- C.3.1.23 District** means all authorized District of Columbia (DC) Government agencies and their representative having jurisdiction over the any particular equipment, property, building, facility and or land.
- C.3.1.24 District Furnished Property - *RESERVED [Intentionally Omitted]***
- C.3.1.25 District Operated Property** means all property occupied, leased or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.26 District Owned Property** means all property owned or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.27 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.3.1.28 Divisions** refers to those “Divisions,” as defined by the Construction 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.3.1.29 Electrical** - *RESERVED [Intentionally Omitted]*
- C.3.1.30 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.3.1.31 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.3.1.32 Extended Cost** In accounting, an extended cost is the unit cost multiplied by the number of those items that were purchased. For example, four apples purchased at a unit cost of \$1 have an extended cost of \$4 ($=\1×4 apples).
- C.3.1.33 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.3.1.34 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.3.1.35 Fire Protection Systems** - *RESERVED [Intentionally Omitted]*
- C.3.1.36 Hardscape** The man-made features used in landscape architecture, e.g. paths or walls, as contrasted with vegetation.
- C.3.1.37 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.3.1.38 Hours of Operation** refers to the time period for which the Contractor's staff shall be on site performing services. For the purpose of this Contract, the Contractor's hours of operation shall

not extend beyond the timeframe of 7 a.m. and 8:00 p.m. EST in accordance with **Section [C.3.1.72]** and **[C.5.9.9]**

- C.3.1.39 Hydraulic** - *RESERVED [Intentionally Omitted]*
- C.3.1.40 Incident Commander** means the person who constantly manages the situation and has decision-making authority at the building, facility and or District operated property 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.3.1.41 Indirect Cost** is a cost that is associated with a product or service, but not directly attributable to just one product or service.
- C.3.1.42 Industry Standards** means the highest level of industry-developed best standards, practices or procedures (including any standards, practices or procedures established by the applicable trade associations or under Applicable Laws). The aforementioned should ideally relate to the grounds maintenance and landscaping industries and more specifically, in the case of any particular Service with respect to municipal properties located in the Greater Washington, D.C. area.
- C.3.1.43 Initial Deficiency List (IDL)** - *RESERVED [Intentionally Omitted]*
- C.3.1.44 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.3.1.45 Key Personnel** are those people who are essential to carrying out the work of a project, typically those responsible for the design, conduct and reporting of the research.
- C.3.1.46 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.3.1.47 Mechanical** - *RESERVED [Intentionally Omitted]*
- C.3.1.48 Offerors** refers to any individuals, business entities or any combinations thereof, submitting a proposal and or bid in response to a RFP or IFB, respectively.
- C.3.1.49 Operational** meaning a facility, building, property and or equipment is functioning as to the specified intent and or by the manufacturer recommendations.
- C.3.1.50 Operations Efficiency Upgrade** - *RESERVED [Intentionally Omitted]*
- C.3.1.51 Option Exercise Notice** shall mean, in the case of any particular Contractor, the preliminary notice given to that particular Contractor by the CO stating the Districts intent to exercising its option to extend the Awarded Contract for an option year.

- C.3.1.52 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.3.1.53 Prevailing Wage.** The prevailing wage is defined as the hourly wage, usual benefits and overtime, allegedly paid to the majority of workers, laborers, and mechanics within a particular area as determined by the Service Contract Action Wage Determination, Davis Bacon and or the District of Columbia Living Wage Act; whichever of the applicable is higher. Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor or their equivalents.
- C.3.1.54 Property Group** When this term is used in the context of any one particular Contractor, it shall specifically mean only the Property Group (or, if applicable, the Property Groups) awarded or subsequently assigned by DGS during the Contract Term to that particular Contractor.
- C.3.1.55 Property Sites.** Both this term and the term "sites" are used interchangeably throughout this Contract. When this term is used in the context of any one particular Contractor, it shall specifically mean only those Initial Property Sites initially awarded (and, if applicable, all Additional Property Sites subsequently assigned by DGS during the Contract Term) to that particular Contractor.
- C.3.1.56 Quality Assurance (QA)** means any actions taken in order to ensure services meet Contract requirements.
- C.3.1.57 Quality Assurance Evaluation** are the methodologies implemented to assess the adequacy of Contractor performance.
- C.3.1.58 Quality Control (QC)** refers to Contractor developed and implemented safeguards that ensure quality service are provided to satisfy the requirements of the Contract.
- C.3.1.59 Quality Control Plan** is a document that describes the actions (measurements, inspections, quality checks or monitoring of process parameters) required at each phase of a process to assure the process outputs will conform to pre-determined requirements.
- C.3.1.60 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.3.1.61 Real-time.** The actual time during which a process or event occurs. Relating to a system in which input data is processed, so that it is available virtually immediately for feedback.
- C.3.1.62 Reimbursable Repair** is an act of restoring (where applicable to a particular contract) 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.3.1.63 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.3.1.64** **Repair (Major)** refers to any act of restoring deteriorated, inoperable, unusable, uninhabitable and or dysfunctional, facilities, buildings, properties, 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.3.1.65** **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.3.1.66** **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.3.1.67** **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.3.1.68** **Scheduled Maintenance** means those maintenance or repairs to equipment or systems that occur as a part of the regular preventive maintenance schedules.
- C.3.1.69** **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.3.1.70** **Service Cycles** means those established periods of which the Contractor shall provide the periodic landscaping maintenance services on the set cadence prescribed by the COTR and or as modified under the Contract.
- C.3.1.71** **Service-Related Plan Obligations** shall refer to all of the obligations imposed on the Contractor by this Contract and, in particular, Section [C.4.6] including its obligation to: (i) timely submit to DGS for approval all drafts of documents constituting Service-Related Plans (and any subsequent updates, revisions or modifications, as required herein, to the Service-Related Plans); (ii) timely incorporate all of DGS's requested changes to its submitted drafts and resubmit to DGS revised drafts; and (iii) strict comply with the terms of each Service-Related Plan.
- C.3.1.72** **Softscape** refers to the live horticultural elements of a landscape. Softscape can include grass, flowers, plants, shrubs, trees, flower beds, and duties like weed/nuisance management, grading, planting, mowing, trimming, aerating, spraying, and digging for everything from plants and shrubs to flower beds.

- C.3.1.73** **Specifications** means the section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.
- C.3.1.74** **Square Footage Number** is the property's softscape/ mowable area cycle rate that each bidder shall submit their rates off to DGS off of.
- C.3.1.75** **Standard Working Hours** DGS is a 24hr operation and the Department's Standard Working Hours are the time period of: 6:00 a.m. – 8:00 p.m. EST. For the purpose of this Contract, services shall be provided between the hours of 7 a.m. and 8:00 p.m. in accordance with the District Noise Ordinance.
- C.3.1.76** **Strike Contingency Plan** is an established strike prevention plan that outlines or references positive elements intended to prevent work stoppages. The plan will also establish a specific guidance to supervisors and management officials regarding responsibilities with a work stoppage is threatened or occurs.
- C.3.1.77** **Supplemental Services/Supplemental Landscaping Services** refers to those planned and or unplanned services that fall outside the defined Periodic/Basic and or Standard Services.
- C.3.1.78** **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.3.1.79** **Unscheduled Maintenance** refers to maintenance or repairs to properties, buildings, items, equipment and or systems that occur as a result of an observation of defect, malfunction, or failure.
- C.3.1.80** **Wage Determination** A wage determination is a listing of wage rates and fringe benefit rates for each labor category of workers which the U.S. Department of Labor has determined to be prevailing in a given area. It establishes standards for wage rates and safety and health protections for employees performing work on covered Government contracts.
- C.3.2** **Acronyms. The following are acronyms used for the purpose of this solicitation:**
- C.3.2.1** **ANSI** American National Standards Institute
- C.3.2.2** **ASME - *RESERVED [Intentionally Omitted]***
- C.3.2.3** **ASTM** American Society for Testing Materials
- C.3.2.4** **BAS - *RESERVED [Intentionally Omitted]***
- C.3.2.5** **BLRA** refers to the DCRA's Business Licensing Regulation Administration
- C.3.2.6** **BOCA** Building Official Code Administrators
- C.3.2.7** **BOP** Building Operating Plan
- C.3.2.8** **CERP** Contractor's Emergency Response Plan

- C.3.2.9** **CMMS** Computerized Maintenance Management System
- C.3.2.10** **CO** Contracting Officer
- C.3.2.11** **COOP** Continuity of Operations Plan
- C.3.2.12** **COTR** Contracting Officer’s Technical Representative
- C.3.2.13** **DCMR** District of Columbia Municipal Regulations
- C.3.2.14** **DCPS** District of Columbia Public Schools
- C.3.2.15** **DCRA** Department of Consumer and Regulatory Affairs
- C.3.2.16** **DGS** Department of General Services
- C.3.2.17** **DPR** Department of Parks and Recreation
- C.3.2.18** **DSLBD** DC Department of Small and Local Business Development
- C.3.2.19** **EMCS** Energy Management Control Systems
- C.3.2.20** **EPA** Environmental Protection Agency
- C.3.2.21** **IDL** - **RESERVED [Intentionally Omitted]**
- C.3.2.22** **M&V** Measurement & Verification
- C.3.2.23** **MSDS** Material Safety Data Sheet
- C.3.2.24** **NEC** - **RESERVED [Intentionally Omitted]**
- C.3.2.25** **NEMA** - **RESERVED [Intentionally Omitted]**
- C.3.2.26** **NETA** - **RESERVED [Intentionally Omitted]**
- C.3.2.27** **NFPA** - **RESERVED [Intentionally Omitted]**
- C.3.2.28** **NIOSH** National Institute for Occupational Safety and Health
- C.3.2.29** **OM&R** - **RESERVED [Intentionally Omitted]**
- C.3.2.30** **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.3.2.31** **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 management and maintenance of District government real property assets. DGS is committed to improving the quality and appearance of its real property assets including the Property Sites, inside and out. In addition, the Department provides management, maintenance, engineering, janitorial and exterior grounds maintenance and related services for over eight hundred fifty (850) District owned, leased and vacant properties. These properties include municipal 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, mission and values.

C.4.1 Objective

Accordingly, the Contractor shall perform Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services, as defined herein for various District Property Sites which encompass softscape or hardscape surfaces, and or a combination of both. The District seeks to ensure that all Property Sites display a clean, beautiful, manicured and professional appearance to the public, while promoting the growth of healthy grass, trees, shrubs, flowers and plants in and around the District of Columbia. Due to the seasonal requirements for Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services, as defined herein shall be performed by the Contractor year-round in coordination with the Contracting Officers Technical Representative, “COTR”.

C.5 GENERAL SCOPE OF SERVICES REQUIREMENTS

C.5.1 Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services.

During the Contract Term, each Contractor shall fully perform both, comprehensive Periodic Landscaping Maintenance and on-call comprehensive Supplemental Landscaping services in accordance with the manner, time and other requirements set forth within the Scope of Work such Services shall include the following:

C.5.1.1 Periodic Landscaping Maintenance Services

The Contractor is compensated for these periodic landscaping maintenance services in accordance with the accumulative total of firm-fixed, flat cycle rates per property site within the respective Aggregate Award Group.

C.5.1.1.1 An individual cycle of comprehensive landscaping maintenance shall include but is not limited to all of the following task. The periodic landscaping services described herein shall be provided in accordance with the cycle scheduling occurrence.

- ✓ Mowing
- ✓ Grass Edging
- ✓ Debris collection and disposal
- ✓ Leaf/branch collection and disposal
- ✓ Mulch bed maintenance
- ✓ Pruning
- ✓ Weed Treatment
- ✓ Hardscape maintenance

C.5.1.2 Supplemental Landscaping Services

The Contractor is compensated for these supplemental, on-call landscaping services on a time and material bases, in accordance with the firm, fixed-price direct labor hourly rates. The District in may request the Contractor to provide a lump-sum quote for supplemental services based on the established firm, fixed-price direct labor hourly rates and the cost of landscaping type materials. Note: in accordance with DCMR

C.5.1.2.1 Any and all supplemental service requirements will be order by the COTR in accordance with the Ordering Clause **Section [G.10]**. The Contractor shall provide a quote for services based on the Contract's direct labor hourly rates, the estimated labor hours and the cost of materials.

- ✓ Much installation (bi-annually on a seasonal basis)
- ✓ Mulching Installation Services
- ✓ Pruning Services
- ✓ Beautification/ Flowers Services
- ✓ Watering Management Services

C.5.2 Property Types/Service Areas

The Contractor shall perform the periodic landscaping maintenance services at all sites (inclusive of the all properties initially awarded and any additional property sites added under this Contract by way of an executed Contract modification). the Department is responsible for maintaining an array of property types, including but not limited to those identified below. All properties within an aggregate Group are identified by official SSL (Square, Suffix & Lot) number and data, all of which are available for reference and review through the official District of Columbia PropertyQuest™ Database: <https://propertyquest.dc.gov/>

- Triangle Parks
- Parks, other than triangular
- Municipal Building Grounds
- Recreation Centers; and
- School Grounds

C.5.3 Non-Service Areas.

The Contractor is prohibited from performing any services without the express authorization of the COTR (collectively, such areas are referred to herein as, the “**Non-Service Areas**”):

- (ii) an area, identified by the COTR, as having construction operations underway;
- (iii) any bio-retention areas;
- (iv) any Athletic Fields (*except where identified within a property group*);
- (v) any enclosed community gardens (including those located at D.C. Public Schools and parks and recreation centers)

C.5.4 Initial Property Sites

The Contractor shall perform the Services for all properties listed under the Aggregate Awarded Group “Initial Property Sites” identified in *Attachment J.12*.

C.5.5 Additional Property Sites

C.5.5.1 The Department’s Right to Assign Additional Property Sites

The Department may assign additional property sites to the Contractor at any time throughout the life of the Contract; if assigned an Additional Site(s) the Contractor is responsible for ensuring it is compliant with the terms of this Contract. These properties are new properties for which the Department assumed responsibility or otherwise acquired; property that was previously assigned to another Contractor; or a property that a Contractor was not awarded.

C.5.5.2 Additional Property Assignment Process

In the event, the Department assigns an Additional Property to a Contractor, the COTR will provide an “**Assignment Notice**”, which is effective only upon the issuance of an executed Contract modification by the Contracting Officer. The Assignment Notice will include: (i) the date on which the Contractor is required to begin Services (which will be a minimum of three business days after the Assignment Notice); (ii) the period during which the Contractor shall be required to perform services to such site(s), which will not exceed the remaining life of the Contract and (iii) the type of required services whether it be Periodic Landscaping Maintenance Services and or Supplemental Landscaping Services.

C.5.5.2.1 The Contractor will be compensated for any added properties based on the type of service designation; (i) Periodic Landscaping Maintenance – The Contractor will provide a quote for the requested Property Site based on a firm-fixed, flat per cycle rate for services. (ii) Supplemental Landscaping Services will be compensated based on the firm, fixed-price directly labor hourly rates established under the Contract for the specified period of performance.

C.5.6 Changes to Square Footage for Periodic Landscaping Maintenance Cycle Services

During the Contract Term, the total Square Footage of a particular Property Site may be subject to one or more changes. While the Department has used its best practices to determine the Sq./Ft. of an individual Property Site, it also understands their maybe instances of discrepancies and or the need to increase or decrease a particular property site total Sq./Ft.

C.5.6.1 Any re-measurements of such area’s actual Square Footage Number may be triggered by one (1) of more of the following:

1. The Contractor challenging the accuracy of the Square Footage provided by DGS for that property site pursuant to; or

2. DGS subsequently increasing and or decreasing the Square Footage for a property site.

C.5.6.2 Any re-measurements conducted by DGS when the size of such area either decreases or increases (such modifications to an area’s size are the “**Service Area Modifications**”) as a result of:

1. DGS implementing a Partial Service Termination pursuant to **Section C.9**;
2. DGS implementing a Partial Service Suspension pursuant to **Section C.9**;
3. DGS implementing any Service Suspension Modifications pursuant to **Section C.9** after a previously implemented Partial Service Suspension; or
4. DGS takes any other action permitted under this Contract to increase or decrease the size of such area for any other reason(s) that DGS determines appropriate, including, without limitation, DGS’s desire to have a larger or smaller portion of a site serviced, enhance the appearance of a site, or reduce its landscaping service and maintenance costs.

C.5.6.2.1 Such re-measurements described in clauses (1) through (4) above are the “**Modification Related Re-measurements**”, and together with the Initial Area Re-measurements are the “**Service Area Re-measurements**.”

C.5.6.3 Determination of Square Footage Numbers

C.5.6.3.1 General As noted above, the square footage numbers are subject to change per any Service Area Re-measurements. In such events, DGS may afford the Contractor the opportunity to present DGS with its relevant square footage calculations as permitted below, before DGS makes a final determination of an affected area’s actual/final square footage number (as defined below).

C.5.6.3.2 Definitions The following terms shall have the meanings given to them below:

“**Estimated Sq./Ft. Number**” means the Departments estimate of such area’s total number of square feet, provided to the Contractor.

“**Final Sq./Ft. Number**” means, the total number of such area’s square feet.

“**Square Footage Number**” the Area’s total number of square feet

C.5.6.4 Service Area Re-measurements the process by which DGS conducts (and a Contractor may participate in) a Service Area Re-measurement and reaches a final determination of an affected area’s Square Footage Number are more fully described below.

C.5.6.4.1 Contractor Initiated Re-measurements and Rights to Challenge

Upon an award of Initial Property Sites (or a subsequent assignment of Additional Property Sites), the Contractor may, challenge the accuracy of the Sq./Ft. provided by DGS. The 45-day period shall begin to run as follows:

- (i) in the case of any Initial Property Sites, on the date the awarded Contract is executed;

- (ii) in the case of any Additional Property Site(s), within forty-five (45) days following the COTR's issuance of an Assignment Notice;

C.5.6.4.2 Notwithstanding the foregoing, if a Contractor is subsequently assigned any Reassigned Property Sites pursuant to **Section [C.9.3]**, the Contractor shall have no challenge rights with respect to any site for which the previous Contractor (i.e., the Nonperforming Contractor) had previously exercised its challenge rights, or DGS had conducted a DGS Initiated re-measurement. The 45-day period within which a Contractor must exercise its challenge rights under this Section and deliver the materials required below to the COTR is a "**Submission Period**".

C.5.6.4.2.1 In order to exercise its challenge rights herein, the Contractor must deliver to the COTR the following materials before the expiration of the Submission Period:

- (a) written notice identifying each affected Property Sites Estimated Sq./Ft. number, for which the Contractor is exercising its challenge rights hereunder; and
- (b) clear and convincing evidence that there is a discrepancy of the affected Property Site Area's total number of square feet of more than 10%. Such evidence may be in the form of a survey, appraisal or such other professional documentation (at no cost to the District) satisfactory to DGS containing a re-measurement of the affected Property in a manner consistent with Industry Standards.

For illustrative purposes only, if a Service Area's Estimated Sq./Ft. number being challenged by the Contractor is 1,000 square feet, then the Contractor must deliver to DGS evidence proving that the affected area's actual square footage is greater or less than the estimated Sq./Ft. number by more than 10%.

C.5.6.5 Final Determinations upon Contractor's Inaction

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

C.5.6.6 Final Determinations made by DGS

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

C.5.6.7 Compensation Adjustments

To the extent that the Sq./Ft. of an affected Property Site differs from the Final Sq./Ft. Number of such area by a number of square feet greater or less than 10%, the Contractor's compensation shall only be increased or decreased, as the case may be, in accordance with the calculation as defined in **Section [C.5.1.1]**.

C.5.6.8 DGS Initiated Re-measurements

C.5.6.8.1 DGS' Re-evaluation Rights

At any time during the Contract Term, DGS may re-evaluate the accuracy of any Sq./Ft. numbers for Property Sites which (i) resulted from a Contractor's election not to exercise its challenge rights (but not with respect to any Final Sq./Ft. Numbers determined by DGS and make a final determination of such area's total square footage number), (ii) for reasons DGS deems necessary which could include, construction at a property site, site no longer under DGS's purview, modification of the property site. Before making any such final determinations, DGS shall first notify the Contractor of the following:

- (a) each affected Property Site for which DGS is exercising its reevaluation rights hereunder; and
- (b) DGS' new calculation of the affected Property Site's square feet.

C.5.6.8.1.1 Thereafter, the Contractor shall forty-five (45) days (commencing on the date that it was notified by DGS of such Adjusted Sq./Ft. number) to challenge the Adjusted Sq./Ft. number. and deliver to the COTR clear and convincing evidence that the Adjusted Sq./Ft. is inaccurate by more than 10%. Such evidence may be in the form of a survey, appraisal (at no cost to the District) or such other professional documentation satisfactory to DGS containing a re-measurement of the affected Property Site in a manner consistent with Industry Standards. The 45-day period within which the Contractor must submit such evidence to the COTR under this Section is a "**Submission Period**".

C.5.6.8.2 Final Determinations upon Contractor's Inaction

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

C.5.6.8.3 Final Determinations by DGS

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

C.5.6.8.4 Compensation Adjustments.

To the extent that the Final Sq./Ft. Number differs from the Final Adjusted Sq./Ft. number of such area by a number of square feet greater or less than 10%, the Contractor's compensation shall only be increased or decreased accordingly.

C.5.7 Contractor's Operations and General Requirements

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

C.5.7.1 Public Safety

The Contractor must perform all Services in accordance with Industry Standards (including those relating to quality standards in the grounds maintenance industry). The Contractor shall erect, at its sole expense, proper barricades, signs, and warning devices as required for pedestrian and traffic safety when necessary. The Contractor shall employ traffic control procedures and shall comply with all applicable District Department of Transportation regulations while on any site or occupying public space. Erection of barricades that restrict or redirect pedestrian traffic shall be coordinated in advance with the COTR.

C.5.7.2 Condition of Site When Leaving

Whenever the Contractor leaves a site, that site shall be clean, safe, and free of any equipment, supplies and materials related to the work (and debris and other Removable Items created as a result of Contractor's Services). The Contractor is responsible for initiating, maintaining, and supervising all safety precautions with the work. The Contractor must take all reasonable protection to prevent damage, injury, or loss to:

- All employees on the job and any other persons who may be affected thereby.
- Other property at the site or adjacent thereto.

C.5.7.2.1 The Contractor must give all notices and comply with all applicable laws bearing on safety of persons and property and their protection from damage, injury, or loss. In the event that there is damage or loss to property due to the in whole or part of the Contactor, the Contractor must immediately notify the COTR via email. It is the responsibility of the Contractor to bring all hazardous situations to the immediate attention of the COTR.

C.5.7.3 Confinement of Materials/Equipment

The Contractor shall comply with all District of Columbia rules and regulations in effect at a site, including, but not limited to parking, traffic control plans and OSHA standards for landscape and horticultural services, use of walks, security restrictions, hours of allowable entrance and departure.

C.5.7.4 Storage

The Contractor shall store its equipment off-site, not on any District property.

C.5.7.5 Material Safety Data Sheets (MSDS)

At the beginning of the Contract, the Contractor will provide the COTR material safety data sheets of all products to be applied relating to the Grounds Maintenance Services. If there are any subsequent changes to products to be applied, the Contractor shall provide MSDS of any new chemicals to be used either at the start of each grass growing season; or if a change occurs during the grass growing season – three (3) days prior to the planned application if a chemical is to be

applied. All chemicals must meet Environmental Protection Agency (“EPA”) requirements and be applied in accordance with the manufacturer’s procedures and recommendations.

C.5.7.6 **COTR Coordination**

The Contractor shall carefully coordinate with the COTR and get written approval with the Department of Energy and Environment sign off in advance of all chemicals it intends to use on the sites.

C.5.7.7 **Certified Pesticide Applicators**

The Contractor shall ensure each of its personnel who apply chemicals are certified pesticide applicators. The Contractor shall submit proof of such certification at the beginning of each Contract year to the COTR.

C.5.7.8 **Locks**

During a service visit, if the Contractor is unable to gain entry to a Property Site due to the premises being locked, the Contractor shall be authorized to pop the lock so long as the Contractor is able to immediately secure the premise thereafter with another lock in accordance with **Section [C.13.2.1.2.1]**.

C.5.7.9 **Standard Working Hours**

The Contractor is expected to perform all Services during the hours of 7:00 a.m. – 8:00 p.m. EST (adjustments will be made for Daylight Savings Time), Monday through Friday, excluding District holidays, unless otherwise approved by the COTR. For example, if the Contractor needs to work on a weekend or District holiday, the Contractor shall obtain the COTR’s approval and services shall be performed at no additional cost the District. There may be situations that require the Contractor to work hours other than those specific herein. In those cases, the Contractor shall request that the COTR reschedule the work to minimize disruption.

C.5.7.10 **Inclement Weather**

The Contractor may cancel all or a part of its scheduled Services at a site due to inclement weather. Under these circumstances, the Contractor shall notify the COTR no later than 6:30 a.m. or as soon as possible with the cancellation notification and simultaneously provide the date for which the canceled Service shall be rescheduled. Inclement weather is weather that both the Contractor and the Department agree makes the accomplishment of quality work unfeasible, unusually time-consuming, or potentially dangerous. Any part of a scheduled Service that is canceled due to inclement weather shall be rescheduled by the Contractor within three calendar days (excluding weekends and District holidays) of the cancellation. The Department has the option not to reschedule any canceled Service. If the Department elects not to authorize such reschedule, the Department is not obligated to pay the Contractor for any Service that was not “fully performed” as a result of any Service cancelation.

C.5.7.10.1 **Note:** In addition, the Department has the right to cancel any site or session due to inclement weather or residual effects, if circumstances present that the job cannot be completed to standards.

C.5.7.11 **Salesforce Work-order System**

The Contractor will utilize the District’s “Salesforce” service call system which allows District’s personnel to electronically request services and record service-related issues/deficiencies in real-time manner. The Contractor shall be required implement and utilize Salesforce throughout

the life of the Contract. As a result, the Contractor shall submit the following reports, with updates through its SalesForce.com account at no additional cost to the District:

C.5.7.11.1 Daily Reports

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

C.5.7.11.2 Periodic Reports

In addition, the Contractor will submit daily, weekly and monthly reports to the COTR as requested by the COTR. The Periodic Report should include: (i) updates of the Contractor's completion of Services; (ii) compliance with the Service Schedule; and (iii) any other information that may be requested by the COTR. The monthly Periodic Reports shall detail the Services performed at the Property Sites during the preceding month, which shall be submitted by the Contractor to the Department with its monthly invoices;

C.5.7.11.3 Accident/Incident Reports

The Contractor must notify the COTR, in writing, of any accidents or incidents occurring on government property or while performing services on behalf of the District, by telephone or e-mail within twenty-four (24) hours of the incident. In addition, the Contractor shall forward to the COTR a copy of each accident report (as defined above) that is submitted to its insurance carriers no later than seven (7) calendar days after the date the accident occurred.

C.5.7.11.4 Additional Reporting

Requirements the Contractor shall be required to provide any additional reporting at the request of the COTR within the time period stipulated by the request.

C.6 SERVICE SCHEDULE

The Landscaping Maintenance Service Cycle dates shall be pre-determined by the COTR on an annual basis. The District may in its sole discretion, throughout the life of the Contract, alter the timing of any cycle, and or remove cycles in their entirety.

C.6.1 Pursuant to **Section [C.5.5]**, within ten (10) business days after the issuance of the Assignment Notice of Additional Property Site(s), the Contractor must submit its proposed modifications to its current Cycle Schedule that incorporates the Additional Property Site(s).

C.6.2 Maintenance Schedule

C.6.2.1 Landscaping Maintenance Cycles

It is estimated that the Contractor will be tasked to perform twenty-seven (27) cycles of the designated landscaping maintenance services over the course of the year. A cycle is an interval during the fiscal year that the Contractor is expected to perform the required landscaping maintenance services at each Property Site.

C.6.2.2 Landscaping Maintenance Cycle Chart

The following cycle chart demonstrates the Department’s *preliminary* allocation, by calendar month, of the *estimated* twenty-seven (27) cycles during the applicable Contract Period (Base Period and any Option Period) which the Contractor must perform services. The District reserves the right to add, remove and or modify the cycle of services by request and or as required by climate conditions.

CYCLE CHART

MONTH	Estimated NUMBER OF MAINTENANCE CYCLES	SERVICES
March	3	Pre-Season walk-through Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
April	4	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
May	4	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
June	3	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
July	3	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
August	3	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
September	2	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
October	2	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
November	2	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
December	1	Landscaping Maintenance Cycle <i>On-Call, As-needed Supplemental Landscaping Services</i>
January	0	NO SERVICES
February	0	NO SERVICES
TOTAL	27	SESSIONS/SERVICES

C.7 REQUIREMENTS – SERVICE LEVEL AGREEMENT STANDARDS

C.7.1 Performance Standards

The Contractor shall conduct all activities and perform all services in strict compliance with the following standards:

- (i) In conformance with the requirements outlined herein;
- (ii) Industry Standards; and
- (iii) OSHA Compliance and all applicable State and Local Laws.

C.7.1.1

During the Contract Term, if a Contractor finds issue/conflict with any of the aforementioned standards and proposes to deviate, the Contractor must notify the COTR of this conflict. Under such circumstances, the COTR has the right to approve and or disapproved such request, and the Contractor shall be required to perform Services with respect to such matters consistent with any guidance or clarification it receives from the COTR.

C.7.2 Service Requirements

Each Contractor shall perform all Services at the Property Sites in compliance with the Performance Standards, the Service-Related Plans, and the terms of this Contract. The Department will notify the Contractor within a twenty-four-hour (24)-hour period of any issues at the site, via Salesforce or another medium.

C.7.2.1 The Contractor shall not receive any compensation, and the District is under no obligation whatsoever to compensate a Contractor, for any service that are not “**Fully Performed**”.

C.7.2.2 Periodic Landscaping Maintenance Service Cycle Standards

Overview of primary maintenance task and service levels which shall be provided by the Contractor.

- | | |
|---------------------------|--|
| 1) Turf Grass | Mowing; Edging/Trimming; Weed Control |
| 2) Shrub Beds | Pruning; Weed Control; Growth Control |
| 3) Tree Care | Skirting of lower limbs; Pruning for safety and/or street/walkway clearance; Tree stake/strap; inspect and report; Tree Wells |
| 4) Litter/Trash/Debris | Removal of litter/trash/debris; inspect and report graffiti and or vandalism |
| 5) Leaf/Tree Branch/Twigs | Removal of all Leaves, Tree Branch and Twigs from both softscape and hardscape areas |
| 6) Hard Surface | Litter and Weed removal; Clean/Blow; Inspect and Report Damage/vandalism/graffiti |
| 7) Weed Control | Control of all Weeds in Landscape and Non-landscaped Areas |
| 8) Mulch Bed Maintenance | Remove weeds, keep mulch at least 2-3” away from crown of plants and trees |
| 9) Pruning | Remove lower branches to provide clearance from the ground or structure. Crown Reduction or Shaping- To decrease the actual height or spread of a tree. Services performed in accordance with ANSI 300 Standards and ISA’s “Best Management Practices Tree Pruning”. |

C.7.3 Equipment Standards At all times throughout the term of the Contract, the Contractor is required to, and shall have **ALL** equipment types and varieties necessary to perform the periodic landscaping maintenance services at each of its aggregate Property Sites including but not limited to these types: push-mowers, ride-on mowers, t-edger’s, weed-whackers, trimmers, etc. The Property Sites are a diverse group of District owned lands which may require a variety of equipment to accomplish the work prescribed and maintain the uniform site appearance standards set herein; thus, it is the Contractor’s responsibility to acquire and maintain all necessary equipment without exception.

C.7.4 Service-Related Plans

C.7.4.1 Development of Service-Related Plans.

During the Contract Term, each Contractor is expected to create and implement the following Service-Related Plans and policies and submit and provide updates to the COTR for approval through Salesforce:

- (i) Weekly Landscaping Maintenance Service Route Plan(s) based on the maintenance service cycle dates provide by the Department;
- (ii) Quality Control Plan;
- (iii) Strike Contingency Plan.

C.7.4.2 Weekly Landscaping Maintenance Service Route Plan(s)

Within thirty (30) calendar days of Award and weekly thereafter, the Contractor shall submit its proposed Landscaping Maintenance Service Route Plan(s), on a “location by location” basis. This schedule should include the following:

- (i) the beginning date and ending date of maintenance service cycle (which should be consistent with the direction provided by the COTR);
- (ii) The dates during which the Contractor intends to perform the periodic maintenance services at each individual Property Sites; and any other information requested by the COTR.

NOTE: Contractors should allocate sufficient time to ensure full performance of all required Services at each Property Site of the given aggregate award group (providing room for possible delays). Contractors are expected to fully perform in strict compliance with the service cycle schedule and routes.

C.7.4.3 Periodic Updates to the Landscaping Maintenance Service Route Schedule

After a Landscaping Maintenance Service Route Plan(s) have been approved, a Contractor shall develop, and submit to the COTR for approval, modifications or updates to such routes as required below:

C.7.4.3.1 Weekly Updates

No later than the preceding Friday at noon (12:00 p.m. EST), the Contractor shall submit the Landscaping Maintenance Service Route Plan(s) though Salesforce for prior approval from the COTR.

C.7.4.3.2 Additional Property Site Updates

When required, a Contractor must develop and submit to the COTR for approval modifications to its current weekly landscaping maintenance service route schedule that fully incorporate the inclusion of any such Additional Property Site(s) being assigned by the Department through an executed Contract Modification.

C.7.4.3.3 Service Suspension/Service Termination Updates

The Department reserves the right to require a Contractor to develop and submit to the COTR for approval modifications to its current Landscaping Maintenance Service Route Schedule pertaining to Service Suspensions or Service Terminations imposed by the Department through an executed Contract Modification.

C.7.4.4 Quality Control Plan

The Department may require changes to the quality control plan previously submitted by the Contractor pursuant to **Section [C.14]**. In the event this occurs, the Contractor must revise the submitted quality control plan to incorporate these alterations and promptly re-submit it (no later than five (5) business days following notification of the Department’s changes) to the COTR for approval via Salesforce. The Quality Control Plan shall clearly demonstrate the Contractor’s full effort to provide both periodic maintenance and supplemental landscaping services which meet the full requirements, service level standards and site appearance standards as delineated herein. The QCP shall clearly outline how the Contractor will plan, deliver, manage and self-evaluate services and provide corrective action as required to assure a 95% service performance year-round.

C.7.4.5 Strike Contingency Plan

Within thirty (30) calendar days of receiving an Award Notice, the Contractor must submit a Strike Contingency Plan for approval via Salesforce, which provides a strategy to maintain Services under the aggregate award group with no disruption to the District in the event an employee strike occurs.

C.7.4.5.1 The contingency plan should provide the COTR with the following information at a minimum:

- i. list of Contractor’s support personnel;
- ii. how staff will be replaced in order to ensure continuity of Services in the event of a Strike;
- iii. notify the COTR of all impending actual or potential labor disputes as early as possible and information, guidelines and procedures (beyond those stated herein) as requested by the COTR.

C.8 PERIODIC LANDSCAPING MAINTENANCE & SITE APPEARANCE STANDARDS

This section expressly delineates the requirements and minimum standards in which all Periodic Landscaping Services shall be performed year-round.

C.8.1 Pre-Service Property Inspections/Reporting

Prior to performing any of the below services, the Contractor will conduct an inspection of the Property Site, and report to the COTR any conditions which may require intervention by the Department and or local authorities.

C.8.1.1 For the purposed of this Contract “**Defects**” are those obstacles that will likely prevent the Contractor from performing fifty percent (50%) or more of the services (periodic maintenance and or supplemental in nature) required at a given site during a cycle, which could cause potential bodily harm to any persons, or cause substantial damage to the Contractor’s equipment if used to perform Services at such site. In the event that the Contractor observes any defects, it shall immediately notify the COTR of the defects and seek her/his guidance on whether (and how) to proceed with the services affected by defects and perform all services that it can which are not affected by the defects. **NOTE:** if for any reason as stated above the Contractor is unable to perform services at a specific site, the Contractor shall not bill the Department for said periodic landscaping maintenance services under the subject cycle.

C.8.2 Pre & Post Maintenance Requirements

In addition, each Contractor shall conduct the following walk-throughs:

C.8.2.1 Pre-Periodic Landscaping Maintenance Services Walkthrough

Prior to commencing any periodic services (as discussed below), the Contractor is expected to conduct a thorough walkthrough and inspection of each site, collect and bag all debris (trash, grass clippings, litter, tree trimmings/limbs/and fallen branches - branches up to 20” in diameter).

C.8.2.2 Post- Periodic Landscaping Maintenance Services Walkthrough/Debris Collection

Upon completion of Services, the Contractor must conduct another inspection and collect and bag all Removable Items (including those generated by the Contractor) from all exterior areas including all grass, dirt or sand areas, dog parks, pavements, walkways, sidewalks, steps, ramps, and parking lots.

C.8.2.2.1 The Contractor must clear and clean all hardscape type surfaces including but not limited to those, paved surfaces, sidewalks, parking lots and streets, and drainage structures of grass clippings and other debris following the above described operations by blowing the surface areas. If the aforementioned does not occur, when the government performs its quality assurance surveillance, this could potentially impact the Contractor’s performance evaluation and rating.

C.8.2.2.2 The Contractor shall remove from each Property Site all Removable Items and dispose of them in a legal and environmentally-responsible manner. The Contractor must dispose of all Removable Items off-site; unless specifically informed by the COTR to dump clippings and or leaves at a specified site for the Districts composting program.

C.8.2.2.3 Upon completion of the periodic landscaping maintenance services at a site, the Contractor shall, in real-time, upload photo evidence of the completion of services through the SalesForce system.

C.8.3 Periodic Maintenance Services

C.8.3.1 General/Timing

During each and every Service Cycle commencing between the dates of March 1st and December 31st of each year, the Contractor shall perform the periodic maintenance services, as described below, at each Property Site. Periodic Landscaping Maintenance Services shall be comprised of the following components:

C.8.3.2 Services-Level Requirements

During each Service Cycle, the Contractor shall provide the following services at each Property Site.

C.8.3.2.1 Traditional Mowing

The Contractor shall mow with professional quality mulching mower equipment in an effort to maintain healthy grass (including the bagging and or removal of clippings). Formal turf areas shall be mowed and maintained at a height of no less than two and half (2.5) inches and no more than three (3) inches, with the objective of maintaining a clean, neat, and professional appearance at all times at the site. Some areas of the site may be labeled as natural or restoration areas and will not need to be mowed, these areas will be identified by the COTR (if feasible) prior to the mowing season. The Contractor is expected to cut the grass to the street curb, at all tree spaces surrounding the property and around all physical features (i.e. poles, walls, fire hydrants, signs, etc.). **NOTE:** The Contractor shall notify the COTR of any newly/freshly laid sod and shall not mow these areas until approve by the COTR.

C.8.3.2.1.1 Grass Clippings

The Contractor shall mow and trim with the objective of avoiding projecting grass clippings on paved surfaces, retaining walls, curbs, fence lines, parked vehicles and all areas abutting the grass. The Contractor shall not blow any grass clippings down the city's catch basins, nor in the city's roadways and must ensure any clippings are removed afterwards.

C.8.3.2.1.2 Appearance

The Contractor must mow grass at each site to ensure that there are no piles or rows of clippings formed on the grass. In addition, the Contractor must double cut any leaves or grass clippings to prevent smothering of the grass and change the mowing pattern or direction at each cut to reduce the grooves in the grass caused by equipment at no additional cost.

C.8.3.2.1.3 Preventing Scalping

The Contractor shall prevent scalping, uneven mowing and protect all trees, shrubs, plants, buildings and property from any damage that may be caused by its mowers, weed eaters and other equipment during its mowing operations. The Contractor is responsible for any damage incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the District. Properly maintained tree wells are encouraged to minimize such damage.

C.8.3.2.1.4 Equipment

The Contractor's mowing equipment shall be clean and free of weed seeds and diseases before the start of mowing of the turf areas. Blades shall be kept sharp so as not to tear turf when mowing. The speed of the mower is to be kept at a rate to allow for proper cutting of turf without laying down of the turf being mowed and the mower(s) shall be kept in proper operation order at all times or removed from service when operation is not optimal.

C.8.3.2.1.5 Damage done to turf areas due to improper mowing due to site conditions (e.g. during rain, during irrigation operations or due to site being too wet to drive over with mower) shall be repaired and or replaced by the Contractor at no cost to the District.

C.8.3.2.2 Weed Removal

The Contractor must remove all weeds from both softscape and hardscape areas during its periodic maintenance service cycles. The sites shall have a clean, neat and manicured appearance, free from all weed-like vegetation. The Contractor shall use the best approach to weed removal whether it be by hand, mechanical or application of pesticides and or all. When utilizing Pesticides, the Contractor shall be licensed to dispense pesticide chemicals by the District Department of Energy & Environment ("DOEE"). More information regarding noxious and invasive plants is provided by the DOEE at <https://doee.dc.gov/DC-CWMA>.

C.8.3.2.2.1 Pesticides Laws and Regulations

The Director of the District Department of the Environment (DDOE), pursuant to the authority set forth in section 12(a) of the Pesticide Operations Act of 1977, effective April 18, 1978 (D.C. Law 2-70; D.C. Official Code § 8-411(a) (2001)); section 103(b)(1)(B)(ii)(II) of the District Department of the Environment Establishment Act of 2005, effective February 15, 2006 (D.C. Law 16-51; D.C. Official Code § 8-151.03(b)(1)(B)(ii)(II) (2007 Supp.)); the Brownfields Revitalization Amendment Act of 2010 ("Brownfields Act"), effective April 8, 2011 (D.C. Law 18-369; D.C. Official Code § 8-631 et seq.); and Mayor's Order 98-47, as amended by Part III.20 of Mayor's Order 2006-61, dated July 14, 2006, hereby gives notice of his intent to repeal Chapters 22 through 25 of Title 20 of the District of Columbia Municipal Regulations (DCMR) (Pesticide

Operation Regulations) in their entirety, and adopt the following new provisions in Chapters 22 through 25, in no less than thirty (30) days from the date of publication of this notice in the D.C. Register.

<https://doee.dc.gov/service/pesticides-laws-and-regulations>

<https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=20-23&ChapterId=473>

- [Title 20 Chapter 22 - Control of Pesticides](#)
- [Title 20 Chapter 23 - Pesticide Applicators](#)
- [Title 20 Chapter 24 - Pesticide Operators](#)
- [Title 20 Chapter 25 – Pesticides Administration and Enforcement](#)

C.8.3.2.2.2 Outdoor pesticide application notification

Pesticide applications on lawns or ornamental plants will be accompanied by posting a sign on the property.

The Act to Amend the Pesticide Operations Act of 1977 [PDF] is to require that pesticide operators provide information to customers concerning the type of pesticide to be used, to require the owners of multi-unit properties to provide notice to residents prior to the application of pesticides and information concerning that pesticide, and to require the Mayor to publish a list of reduced-risk pesticides and methods of pest control.

C.8.3.2.3 Trimming/Edging

The Contractor shall perform trimming/edging operations as follows:

C.8.3.2.3.1 Edging

The Contractor shall mechanically edge all accessible formal lawn/turf perimeters and tree wells in lawn areas, sidewalks, curbs, walks, concrete surfaces, mulched areas, tree wells, fencing, flower beds and other paved areas and ornamentals. In addition, the Contractor must ensure the edge is clean cut vertically; running along any concrete surface or any other paved surface.

C.8.3.2.3.2 Trimming

The Contractor shall trim all around all formal lawn areas that cannot be reached by a mower after mowing such as physical features on an as needed basis to match the height and appearance of the surrounding grass. Physical features include, but are not limited to, fence lines, poles, walls, fire hydrants, and signs. The trimming shall be performed at the same height as mowing.

C.8.3.2.3.3 The Contractor is responsible for any damage incurred as a result of edging and trimming or edger damage to trees and shrubs and must repair and or replace any such damage at no cost to the District.

C.8.3.2.3.4 Equipment Standards/Requirements

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

- ii. Alternative Edging Methods. The Contractor is permitted to use alternative methods for providing edging in any areas which could potentially cause damage to the Contractor's equipment as so long as the site appearance for edging are met.

C.8.3.2.4 Leaf Removal Services

The Contractor shall perform all leaf removal services, on its Property Sites. During each maintenance cycle, the Contractor is expected to perform the following Leaf Removal Services (in the manners described below):

C.8.3.2.4.1 Leaf Removal Specifications

Such Leaf Removal Services at each site must consist of collecting, bagging and disposing of all leaves, brush and excess foliage from all exterior areas including all grass, dirt or sand areas, dog parks, pavements, walkways, sidewalks, fence lines, steps, ramps, and parking lots (including those found at (or in) any catch basins or roof drainage systems).

C.8.3.2.4.2 Disposal of Debris

The Contractor is required to dispose of all Removable Items off-site in the same manner previously mandated for the disposal of Removable Items.

C.8.3.2.5 Pruning

The Contractor will perform all pruning services in the designated areas on its Property Sites.

C.8.3.2.5.1 Shrubs and Ground Cover

The Contractor must prune all shrubs and ground cover plants growing in the Pruning Service Areas, to maintain plants in a healthy, growing, flowering condition, and plant growth to prevent the encroachment of passageways, walks, streets, views of signs per the COTR. All shrub and ground cover material shall be pruned by the Contractor to ensure the best shape, health, and character of the individual plant. Ground cover plants shall be selectively cut back by the Contractor to encourage lateral growth and kept in bounds and out of other plants, walkways and lighting. Mechanical trimming may only be utilized by the Contractor when the health or appearance of the plant will not be damaged thereby.

C.8.3.2.5.2 Trees

The Contractor must maintain all trees in a healthy, growing, safe, attractive condition and in their proper shape and size according to variety, species and function in the landscape or as specifically directed by the COTR. Services performed in accordance with ANSI A300 Standards and ISA's "Best Management Practices Tree Pruning". The Contractor is expected to prune and trim all trees, to maintain the natural character of the variety, to control shape and prevent crowding. Pruning in general shall consist of the removal of dead, broken, infected, and intertwining branches and vines.

C.8.3.2.6 Mulch Area Maintenance

The Contractor shall rake, remove debris, remove weeds, edge re-established, and any excessive mulch/soil build-up shall be removed.

C.8.3.2.7 Duty to Repair

At no additional cost the District, the Contractor shall repair or, if necessary, replace any grass, trees, shrubs, plants, landscape areas, other items or property if damaged as a result of improper maintenance attention or procedures performed by the Contractor. All repairs and or replacements

as such, shall be complete within 72 hours of the Contractor being notified of such by the Department. The replacement materials shall be the same size and variety as the dead or damaged materials. Alternatives to size, variety and scheduling of replacements must have prior written authorization from the COTR. Once the repair or replacement is complete, the Contractor is required to submit photo evidence via Salesforce documenting the COTR's review and record.

C.8.3.2.7.1 The Contractor is not responsible for losses, repairs or replacement of damaged grass, trees, shrubs, plants, landscaping areas and other items resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than those instances caused by the Contractor's vehicles) or the acts of others over whom they have no reasonable control.

C.8.3.2.7.2 The Contractor shall inform the COTR on a weekly basis of grass, tree, shrubs, plants and other landscaping vegetation losses unrelated to the maintenance activities, providing the COTR with a probable cause of the loss. The Contractor shall provide this information both informally via the weekly schedule conference call and formally through Salesforce reporting. At the sole discretion of the COTR the Contractor may be requested to provide a quote for the replacement and or repair.

C.9 SERVICE SUSPENSIONS AND SERVICE TERMINATIONS

As stated elsewhere in this Contract, the Department may either suspend or terminate any Service at any of its Property Sites. The Department has broad authority to implement and or modify the terms/restriction or completely terminate any service.

C.9.1 Service Suspensions

C.9.1.1 DGS's Broad Authority

The Department, in its sole discretion, may suspend, fully or partially, any Service at one or more of its Property Sites as described below (a "**Service Suspension**"). DGS may implement Service Suspensions for any of following reasons: changing circumstances on a site (including the short-term existence of a Non-Service Area); changing weather conditions; the Contractor's performance; DGS's budgetary restraints; or any other reason DGS deems appropriate.

C.9.1.2 Full vs. Partial Service Suspension

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

C.9.1.2.1 "Full-Service Suspension"

In which a Contractor's particular Service to an entire Service Area is suspended by DGS; or

C.9.1.2.2 "Partial Service Suspension"

In which a Contractor's particular Service to a specific section of a Service Area (but not to the entire Service Area) is suspended by DGS.

C.9.1.3 Implementation of Service Suspensions

Upon receiving ("**Suspension Notification**") from a COTR, the Contractor shall immediately suspend (or if a later time is specified by the Suspension Notification or communicated by the COTR) Service(s) at all area(s) and/or site(s) stated. The Contractor must comply with any term/restrictions pertaining to the Service Suspension (and any related instructions received from the COTR) including those pertaining to the duration of such suspension and the size of the affected area. The Contractor shall continue performing, as required by this Contract, all other

Services to such affected site(s) not prohibited by such Service Suspension. Service Suspensions will be issued and executed under a Contract Modification.

C.9.1.4 Compensation Adjustments for Service Suspensions

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

C.9.1.4.1 For a Full-Service Suspension, the Contractor shall not be entitled to receive any compensation with respect to any Services not performed during the Suspension Period (whether as loss income or otherwise);

C.9.1.4.2 If the Department implements a Partial Service Suspension or modifies a Partial Service Suspension, upon Full Performance of the authorized and affected Service; the Contractor is entitled to receive the amount of compensation payable for such Service under the Contract, subject to an adjustment which will reflect modifications made by DGS to the size of the area where the Contractor is authorized to perform such Service. Without limiting any of the foregoing, under no circumstance shall the Contractor be entitled to receive any compensation with respect to any Services not performed regardless of a Suspension (partial and or full and whether as loss income or otherwise).

C.9.1.5 Service Schedule Updates

If the Department implements, modifies or completely ends a Service Suspension, it may require the Contractor to develop an updated Service Schedule (incorporating such suspension, modification or full resumption of an affected Service), and submit it to the COTR for approval.

C.9.2 Service Terminations

C.9.2.1 Full vs. Partial Service Termination

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

C.9.2.1.1 “Full-Service Termination” in which a Contractor’s Service to an entire Property Site or multiple Property Sites is permanently terminated by DGS;

C.9.2.1.2 “Partial Service Termination” in which a Contractor’s Service to a specific section of a Service Area (but not to the entire Service Area) on one or more sites is permanently terminated by the Department; or

C.9.2.1.3 “Contract Termination” in which all of the Services are permanently terminated by the Department pursuant to the terms of *Attachment J.1 - Standard Contract Provisions Article 16*.

C.9.2.2 Implementation Process of Service Terminations

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

C.9.3 Nonperformance Determination; Reassigned Property Sites

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

- (a) effectuate, without any penalty or cost to the Department, a Service Termination; and/or
- (b) reassign any Property Sites affected by such Service Termination to any one or more third party Contractors, including any other Contractors awarded other sites; and/or
- (c) Pursue any other actions/remedies available to the Department under the Contract.

C.9.3.1 The COTR shall promptly notify the CO of a Nonperforming Contractor of such Nonperformance Determination and, if applicable, the CO will provide the Contractor with a Termination Notification concerning any Service Termination then being made (and identify all Reassigned Property Sites). Thereafter, the Contractor shall comply with any obligations then imposed on it by such Termination Notification.

C.9.4 Subsequent Service Terminations or Service Suspensions

Once a Service Termination is implemented terms/restrictions cannot be modified by the Contractor. However, to the extent that the Department has implemented either a Full-Service Termination or a Partial Service Termination (but not a Contract Termination that terminates all Services under the Contract), the Department may enforce Service Suspensions or additional Service Terminations with respect to any remaining rights and obligations of the Contractor. Under such circumstances, any subsequent Service Suspensions or Service Terminations implemented by the Department shall be treated separately and independently of the initial Service Termination.

C.9.5 Compensation Adjustments for Service Terminations.

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

C.9.5.1 For a Full-Service Termination, the Contractor shall not be entitled to receive any compensation with respect to any terminated Service at an affected site, on the effective date of the subject termination.

C.9.5.2 If the Department implements a Partial Service Termination, upon Full Performance of the authorized and affected Service, the Contractor is entitled to receive the amount of compensation payable for such Service then in effect under the Contract, subject to an adjustment to reflect modifications made by the Department to the size of the area where the Contractor is authorized to perform such Service. Under no circumstance shall the Contractor be entitled to receive any compensation with respect to any Terminated Service (partial and or full and whether as loss income or otherwise);

C.9.5.3 In the event of a Contract Termination, the Contractor shall not be entitled to receive any compensation with respect to any terminated Services at an affected site (partial and or full and whether as loss income or otherwise); and

C.9.5.4 In the event the Contractor inadvertently receives funds, for Services not performed, the Contractor shall return said funds to the Department immediately (in no more than three (3) business days).

C.9.6 Service Schedule Updates

Following a Service Termination, the Department may require the Contractor to develop an updated Service Schedule (incorporating the full or partial termination of Services at site(s) or the removal of Reassigned Property Sites) and submit it to the COTR for approval in within five (5) business days.

C.10 SUPPLEMENTAL SERVICES

C.10.1 Definition and Description

From time to time the Department may encounter the need for additional and supplemental landscaping services which may include, but is not limited to, flowers, shrubbery planting, watering services, landscape bed mulch replacement/installation and other additional services not included as part of the periodic landscaping maintenance services. Such supplemental services will be initiated by the COTR’s request for a quote and or the issuance of a Request for Task Order Proposal (“RFTOP”). Upon approval of the COTR, the Department will issue a Task Order pursuant to **Section [G.10] Ordering Clause**.

C.10.2 Reimbursable of Supplemental Services

The Contractor will be reimbursed for costs incurred in providing supplemental services as defined herein. Reimbursable Supplemental Services will be considered only after the following are complete (i) the Contractor provides District with a written estimate outlining the itemized cost of all materials and labor hours required to complete the requested supplemental services. The Quote shall include but is not limited to, itemized materials (i.e. mulch, woodchips, peat-moss, etc.); (ii) the Contracting Officer’s Technical Representative (COTR) approved the quote; and (iii) the Contracting Officer issues a Task Order per **Section [G.10] Ordering Clause**. The Contractor’s compensation will be calculated based the established firm, fixed-price direct labor hourly rates and the cost of landscaping type materials. The total annual cost of T&M, Supplemental Services provided shall-not exceed the annual ceilings as defined in **Section [B.4.2.1.1] Cost Reimbursement Schedule**. *Cost of all materials and supplies shall be furnished to the District “at cost.” The District will not grant or accept any mark-ups on the Contractor’s materials and supplies.*

C.10.3 Supplemental Service Reporting Requirements

Upon completion of any and all Supplemental type Services, the Contractor shall, in real-time, upload photo evidence of the completion of services through the Salesforce system.

C.10.4 Supplemental Service Types

C.10.4.1 Emergency & Unplanned Services

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

C.10.4.2 Playground Maintenance

The Contractor shall provide Reimbursable Services per the request of the COTR for mowing and/or weed whacking overgrowth at District playgrounds (if applicable).

C.10.4.2.1 The Contractor shall remove all foreign debris from walkways, ramps, playground equipment when performing the requested services.

C.10.4.2.2 The Contractor shall report any playground equipment that is damaged, vandalized, or in any way not considered part of normal conditions or intended use of said equipment.

C.10.4.2.3 The Contractor shall add and or replace the playground-grade engineered wood fiber as requested.

C.10.4.2.4 The Contractor shall ensure the wood fiber material is installed at the recommended levels around the various pieces of equipment, especially swings and slides. In most cases industry standards dictate a minimum of 12”.

C.10.4.3 Mulch Installation Services-Level Requirements

The Contractor shall provide on-call Mulch installation services. During each such Task Order, a Contractor must perform the mulching services (in the manners described below):

C.10.4.3.1 Mulch Specifications

The Contractor must provide and apply commercial grade mulch to mulching service areas. The COTR is required notify the Contractor of the type of mulch to be used (i.e. hardwood bark or equivalent) and color of mulch (in either black, red or brown colors, but not a multi-color combination).

C.10.4.3.2 Compliance

The Contractor must perform all mulching related services in strict compliance with the Task Order Scope of Work.

C.10.4.3.3 Mulching Area

All areas shall be raked, weeds removed, debris removed, edge re-established, and any excessive mulch/soil build-up removed prior to the application of new mulch.

C.10.4.3.4 Disposal of Debris

The Contractor must dispose of all Removable Items off-site in the same manner previously mandated for the disposal of Removable Items.

C.10.4.4 Beautification/ Flower Services

Upon the request and discretion of the COTR (typically during the months of April and August), the Contractor will provide landscaping/beautification services at select schools’ venues in preparation for DC Public Schools graduation.

C.10.4.4.1 Services- Level Requirements

During each Session, the Contractor shall perform the Beautification in coordination with the other scheduled grounds maintenance activity. The Contractor is responsible for coordinating with the COTR and ensuring compliance with the site appearance standards established hereunder.

C.10.4.5 Weed Treatment

Upon the request and discretion of the COTR (typically commencing in March and ending November), the Contractor will provide additional weed preventive maintenance and removal services at various District properties and locations.

C.10.4.5.1 Services- Level Requirements

During each Session, the Contractor shall perform weed treatment in coordination with the other scheduled grounds maintenance activity. The Contractor is responsible for coordinating with the COTR and ensuring compliance with the site appearance standards established hereunder.

C.10.4.6 Watering Services

During warm weather seasons, the Contractor may task to perform Watering Services on behalf of the Department. Services shall be performed in a manner, volume and quality consistent with the highest standards for performing such services within the landscaping industry located in Washington, DC area. In addition, the Contractor must ensure that all water used to perform the Watering Services (i) comes from a water source, to the extent available, on site, and (ii) contain a sufficient mixture of plant additives/fertilizer (to be applied on plants only, and not on grass) that are appropriate, based upon Industry Standards. It is estimated that said watering services may be performed at any one of combination of the following area types:

1. Plants and/or plant beds;
2. Flower beds;
3. Seeded grass areas;
4. Any other areas, as requested by the COTR.

C.10.4.6.1 The Contractor shall provide sufficient water, until the ground is moist, and the water reaches and nourishes the roots. If there is not a source of water on site, the Contractor shall be required to bring its own water to the Property Site(s), utilizing trucks that contain water tanks which are equipped with hoses to perform Watering Services in the manner described herein.

C.10.4.7 Services- Level Requirements

The Contractor shall comply with the following requirements:

C.10.4.7.1 The Contractor shall erect, at the Contractor's expense, proper barricades, signs, and warning devices (such as orange colored cones), as required for pedestrian and traffic safety when necessary.

C.10.4.7.2 The Contractor shall confine to the greatest possible extent, all operations, equipment, apparatus, and placement of materials to the immediate area of work. The Contractor shall comply with all District of Columbia rules and regulations in effect at the work site, including, but not limited to parking, traffic control plans and OSHA standards for landscape and horticultural services, use of walks, security restrictions, hours of allowable entrance and departure.

C.10.4.7.3 When observed or encountered, the Contractor shall immediately notify DGS (verbally and in writing) of any dead (or dying) plants, flowers or grass areas being serviced, as well as, any defects or obstacles that may affect lawn care operations or otherwise present a safety concern. Defects may include anything that impedes the Contractor's ability to perform services, including but not limited to, water build up, building materials, dumpsters or trash receptacles, vehicles, temporary

structures, or debris that is not considered litter. Depending on the nature of the defect or obstacles, the Department, once notified, will determine if and how the Contractor should precede with the Services. The Contractor shall notify the COTR of items that need to be moved in order for work to be completed

C.11 COMPLIANCE WITH FEDERAL AND DISTRICT CODES, LAWS, AND REGULATIONS

C.11.1 Laws and Regulations

C.11.1.1 The Contractor shall comply with the most recent versions of all applicable federal and District laws, regulations, and policies and procedures in the fulfillment of the required services. The Contractor shall note that the Property Sites are subject to District of Columbia law, codes, and regulations and environmental laws. In addition, the Contractor shall ensure compliance with the United States Department of Labor Occupational and Health Safety Standards at all times.

C.11.1.2 To the extent applicable, the Contractor shall also comply with the District’s policy of voluntary conformity to certain District of Columbia law, regulations and code requirements even when permits or approvals from local regulators are not required; the Contractor shall request the advice of the COTR when such issues arise.

C.11.1.3 The Contractor shall ensure compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on its part or that of its employees or subContractors, which results in illness, injury or death.

C.11.1.4 As applicable, the Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals. The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

C.11.2 Licenses and Permits

C.11.2.1 The Contractor shall ensure compliance with applicable licenses and permits associated with the performance of Services at its sites and conform to District, laws, regulations and code requirements.

C.11.3 Consolidated Citywide Landscaping Services Personnel and Administrative Requirements
Each Contractor shall provide the following related services:

C.11.3.1 Employees/Workers/ Safety

C.11.3.1.1 The Contractor must 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 will hold the District harmless for any action on its part or that of its employees or subContractors, which results in illness, injury or death. The Contractor must employ a sufficient number of capable and qualified employees to enable the Contractor to properly, adequately, safely, and economically operate, maintain, and perform Services at the Property Site. The Contractor shall:

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

C.11.3.1.2 If the District receives an unsuitable report, DGS will notify the Contractor, and the Contractor should immediately remove the prospective/employee from work under this Contract. An unsuitable report includes any arguing or fighting involving an employee or worker of the Contractor (or its subContractors) on a site, whether amongst themselves, or with a District employee, guest to the site or members of the public.

C.11.3.1.3 DGS has full and complete authority and discretion over the granting, denying, withholding and terminating of clearances for employees and Contractor personnel to a site, including subContractors. DGS may, in its sole discretion, authorize and grant temporary clearance(s) to employees of the Contractor. The granting of either temporary or permanent clearance(s) shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance(s) by the District in the future.

C.11.3.1.4 Where reading, understanding, and discussing safety and environmental warnings are an integral part of an employee's or worker's duties, that employee/worker shall be able to communicate effectively with the Key Personnel.

C.11.3.1.5 The Contractor's employees/workers be easily recognized as the Contractor's employees/workers; therefore, the Contractor shall provide each employee/worker with a uniform (e.g. hat, shirt with logo, or matching tops and bottoms) as well as an identification badge that shall include that person's name and Contractor's name. The identification badges shall be worn or attached to the outer garment at all times.

C.11.3.1.6 The Contractor must ensure employees/workers have a current and valid driver's license before such person operates a Contractor-owned/leased vehicle.

C.11.3.1.7 The Contractor must provide employees/workers who are fully capable, experienced, and trained in the work they are employed to perform. The Contractor must ensure employees are qualified to safely operate grounds maintenance equipment before assigning employees to tasks that require use of the equipment. The Contractor must maintain records of each individual's training, including a certificate of training completion.

C.11.3.1.8 Before assigning an employee to perform Services the Contractor shall provide, at minimum, environmental, health and safety training to the extent required by Applicable Laws and

instructions related to the provision of all Services in which he/she will perform on a site. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to all employees/workers or other persons affected and all job-related materials and equipment.

C.11.3.19 The Contractor must ensure the availability of employees at all times needed to complete the Services.

C.11.4 Security Requirements

The Contractor shall comply with all security requirements and procedures of all facilities and properties in accordance with **Sections [C.11.4], [H.8] and Section [H.10]**.

C.11.4.1 The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).

C.11.4.2 The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DGS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks, but the staff member ***shall be supervised at all times*** pending the results of the criminal background checks and at no time provide services to youth residences independent of supervision.

C.11.4.3 The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DGS through the COTR, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DGS, which will determine the employee's suitability for continued employment.

C.11.4.4 The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal background clearance, child protection registers clearance, drug and alcohol screening.

C.11.4.5 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

C.11.4.6 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

C.11.4.7 The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum,

conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

- C.11.4.8 The Contractor shall obtain Facility Access Badges for all staff and the staff of subcontractors (where applicable), prior to providing services. If required, the Contractor is responsible for all costs associated with obtaining id and access District Contractor credentials/badges. The Contractor shall obtain clearance and credentials by completing the following steps:
- C.11.4.9 Visit the Metropolitan Police Department Henry J. Daly Bldg., 300 Indiana Avenue NW;
- C.11.4.10 Complete a PD Form 70 (Criminal History Request) for a record check. This form is available at the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents is needed to make the request:
 - i. Government Issued Photo ID, such as, Driver's License or Non-Driver's
 - ii. ID Original Birth Certificate and Social Security Card.
- C.11.4.11 Pay a nominal fee if required (as of the writing of this SOW the fee was \$7.00 per Criminal History Request. It is to be paid in cash or money orders only, payable to DC Treasurer; no credit cards or personal checks);
- C.11.4.12 Complete and sign the Non-Employee ID Credential Request form once Police Clearance has been obtained;
- C.11.4.13 Submit the Police Clearance documentation, original ID Credential Request form and a legible copy of driver's license for each staff member to DGS for processing. Provide specifications, complete descriptions of goods or tasks or services to be performed to fulfill the requirement.

C.12 KEY PERSONNEL

The Contractor's personnel must be experienced and be licensed to perform the required work. The Contractor must include within the proposal a description of the individuals they consider to be key personnel, encompassing their qualifications and previous and work history. The Contractor shall provide staff who, at a minimum, meet the listed qualifications.

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

knowledge and skill necessary to react and deliver under the pressure of emergency conditions. This individual shall be proficient in writing and speaking English.

C.12.1 Reassignment of Key Personnel

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

C.12.2 Accessibility of Key Personnel

The Contractor shall designate two (2) Key Personnel to be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week during the Contract Term.

C.12.3 Organization and Supervision

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

C.12.3.1 An organizational structure, outlined in an organizational chart that describes the lines of supervision and authority and establishes accountability among the Contractor's staff and subContractors for this Contract, and identifies key staff to complete all services.

C.12.3.2 Provides staff instruction and training in the safety regulations necessary for the safe and efficient operations of equipment and the proper maintenance to include, at a minimum, safety procedures in accordance with the U.S. Department of Labor, Occupational Safety Health Administration (OSHA),

C.12.3.3 The Contractor shall provide adequate supervision through, at a minimum, a Field Supervisor or Team Leader for each operational crew performing the Services in this Contract:

- i. certification of the Pesticide Applicator performing pesticide application in accordance with the authority governed by rules/regulations promulgated under 20 DCMR Chapters 22-25.
- ii. Such additional licenses and certifications as applicable or required by District or federal law.

C.12.3.3.1 The Contractor must provide, to the COTR, its Organizational Chart within fifteen (15) days after Contract award. The Contractor is expected to select, supervise and exercise control and direction over its employees and SubContractors under this Contract.

C.13 SUPPLIES & MATERIALS, EQUIPMENT

The Contractor must provide all materials, supplies, and equipment to perform under this Contract and have a licensed, insured, and inspected vehicles to transport staff, equipment, and other supplies. The Contractor shall be responsible for storage of its equipment, vehicles and supplies with its own resources; the District ***will not*** provide storage facilities for the Contractor's equipment, vehicles or supplies. At a minimum the following materials are required:

C.13.1 Property Inspection Related

C.13.1.1 Digital Camera/ High Quality Smart Phone

C.13.1.2 Related Periodic Landscaping Maintenance Services:

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

C.13.2 Supplies & Materials

In addition, with respect to any supplies and equipment to be used by the Contractor, the Contractor shall:

C.13.2.1 Furnish all supplies materials necessary to perform the required Services (including mulch).

C.13.2.1.1 All approved landscaping related materials and supplies provided to the District pursuant to a specific Supplemental Services will be considered only after the following are complete (i) the Contractor provides the District with a written estimate outlining the itemized cost of all materials and labor hours required to complete the requested supplemental services. The Quote shall include but is not limited to, itemized materials (i.e. mulch, woodchips, peat-moss, etc.) vendor cost of materials and estimate shipping and arrival of materials; (ii) the Contracting Officer’s Technical Representative (COTR) has approved the quote; and (iii) the Contracting Officer issues a Task Order per **Section [G.10] Ordering Clause**.

C.13.2.1.2 The Contractor shall furnish such materials and supplies at cost with no mark-up passed on to the District, in accordance with **27 DCMR Section 2420.3**

C.13.2.1.3 At no additional cost to the District and only after receiving the prior approval and direction of the COTR, on a site-by-site basis, the Contractor may be directed and authorized to cut locks in order to gain entry to Sites. In the event that the Contract is not able to access a site during the normal course of providing services the Contractor shall inform the COTR by phone immediately and await direction. In the unlikely event that the COTR instructs the Contractor to cut a lock, the facility and or property will be rescued by the District.

- C.13.2.1.4** To the extent applicable, retain, display, and furnish all Material Safety Data Sheet (MSDS), as required by law, for any materials used in the performance of this Contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials;
- C.13.2.1.5** except for those supplies, materials or services specifically stated to be District furnished, furnish everything required to perform work under this Contract; and
- C.13.2.1.6** In no way use materials and chemicals in a way that threatens the health or safety of District employees, disrupt tenant agency operations or the public due to undesirable odors or fumes.
- C.13.3** **Equipment**
With respect to any equipment to be used by the Contractor, the Contractor shall:
- C.13.3.1** Ensure that all equipment used in the performance of Services is operable and meets the requirements under Applicable Laws.
- C.13.3.2** Any Contractor vehicles used in the performance of Services shall have the Company name prominently displayed on both sides of the vehicle;
- C.13.3.3** Provide the District with access to inspect the Contractor's vehicles at any time and direct the removal of any:
- a) Unsafe or non-functional vehicles. All vehicles shall be registered, licensed, insured, and operated by a licensed driver.
 - b) The Contractor's equipment shall be in good repair and able to operate efficiently and safely. Mower blades shall be sharp, to prevent the tearing of the grass blades and have the proper safety devices maintained at all times while in use.

C.14 **QUALITY CONTROL PROGRAM**

C.14.1 **Quality Control Plan**

The Contractor must establish and implement a "Quality Control Plan", 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 must submit the Daily Operations Plan with its proposal. The QCP shall include the following:

- (a) Daily Operations Plan
- (b) inspection procedures for the timely and effective corrective action for all Deficiencies identified by the Contractor or the Department;
- (c) procedures to identify, prevent, and ensure non-recurrence of defective services;
- (d) action plan for correction of Deficiencies and any discrepancies;
- (e) Such other processes or procedures to ensure its compliance with the requirements of the Contract (and, in particular, that all required Services are Fully Performed by the Contractor).
- (f) Within five (5) business days of the end of the quarter, the Contractor should include a Self-Evaluation which include 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.14.2 Performance Measures

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

C.14.2.1 If the Contractor fails to Fully Perform a Service (whether by nonperformance or non-satisfactory performance), the COTR may have any Service fulfilled by another third-party Contractor and deduct the cost from the payment due to the Contractor. Inadequate performance is just as undesirable as nonperformance, and the cost of correcting inadequate performance in a particular area may equal or exceed the cost of the initial work.

C.14.3 Performance Objectives

C.14.3.1 District representatives will conduct tours and inspections of the Property Sites to ascertain Full Performance of this Contract. The District will inform the Contractor of any deficiencies with respect to such Services. Upon receiving notification, the Contractor must correct any Deficiencies (in order to ensure that a Service is Fully Performed) within the 72 hours at no additional cost the District.

C.14.3.2 Contractor performance will be evaluated by the District based on results, NOT the frequency or method of performance. This evaluation of results will be based on, a combination outcomes of Salesforce work order satisfaction surveys, other tenant surveys (based on quality service metrics) developed by the District, tenant complaints, correction of noted Deficiencies, and the District's scheduled and/or unscheduled site inspections.

C.14.4 Reports and Plans- Meetings

C.14.4.1 Meetings

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

C.14.4.2 Performance Evaluation Meetings

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

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

F.1.1 Base Term Period of Performance: The Base Term of the awarded Contract shall be from the date of award through September 30, 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 Department may unilaterally extend term of this Contract for a period of four (4), one (1) year Option Period(s) (“OP”), or successive fractions thereof, by written notice to the Contractor(s) before the expiration of the Contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the Department to an extension. The exercise of any OP is subject to the availability of funds at the time of the exercise of the OP. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the Contract.

F.2.1.1 Anticipated Option Year Period(s) of Performance: In the event the Department exercises its option to extend the term of the Contract to cover the OPs, the costs and prices for the option period(s) shall be as specified in the **Section [B.4.1]** of the Contract and **Attachment J.12**. Each subsequent Option Period shall begin on 1-October and end 30-September of each District Fiscal Year as illustrated below.

<u>Option Year</u>	<u>Period of Performance</u>
OY1	01-October-2020 thru 30-September-2021
OY2	01-October-2021 thru 30-September-2022
OY3	01-October-2022 thru 30-September-2023
OY4	01-October-2023 thru 30-September-2024

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

F.2.3 The firm-fixed, flat rates per cycle for each property site, and the direct labor hourly labor rates for the BP and each subsequent OP, shall be as specified in the **Section [B.4.1] thru [B.4.1.5]** of the Contract and are firm thought the life of the Contract term.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with Chapter 47 of Title 27 of the DCMR.

F.2.4.1 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.2.5 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.2.6 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 District’s requirements and submit each deliverable to the Contracting Officer’s Technical Representative (COTR) identified in **Section [G.9]** in accordance with the following:

CLIN SECTION REFERENCE	DELIVERABLE	DUE DATE
Service-Related Plans		
Sections [C.7.4.2]	Delivery of the Weekly Landscaping Maintenance Services Route Plan(s)	Mandatory Deliverable: Within thirty (30) days following receipt of an Award Notice; and weekly thereafter
Sections [C.7.4.4] and [C.14]	Quality Control Plan	Ten (10)-days post-award and Quarterly thereafter.
Section [C.7.4.5]	Delivery of Strike Contingency Plan	Within thirty (30) calendar days of receiving an Award Notice
Section [C.6.1]	Delivery of Additional Property Site Updates to a Service Schedule	Contingent Deliverable: When and as required by Section [C.6.1] within ten (10) business days after issuance of the Assignment Notice.
Section [C.9]	Delivery of Service Suspension/Service Termination Updates to a Service Schedule	Contingent Deliverable: When and as required by Section [C.9] and [C.9.6] within five (5) business days following notification of the Department’s changes.
Section [C.7.4.4]	Delivery of a Modified Quality Control Plan	Contingent Deliverable: five (5) business days following notification of the Department’s changes.
Section [C.12.3.3.1]	Organization Chart	Within fifteen (15) days after Contract award.

F.3.1 The Contractor shall submit to the Department, 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(s), upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. The Contractor must indicate the proper PO number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Properly prepared invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

G.2.2 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]**. *The District shall not be required to pay invoiced amounts or corresponding interest payments for invoices that are not properly prepared as required under this Contract.*

G.2.3 To constitute a proper invoice, the Contractor shall submit the following information on the invoice substantially in the form of **Attachment J.11 “Form of Invoice”**:

G.2.3.1 Contractor’s name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.3.2 Contract number and invoice number;

G.2.3.3 Department’s Purchase Order (PO) number;

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

G.2.3.5 Other supporting documentation or information, as required by the Contracting Officer;

G.2.3.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.3.7 Name, title and phone number of the individual preparing the invoice;

G.2.3.8 Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.9.2]** above to be notified in the event of a defective invoice; and

G.2.3.9 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 on goods and or services warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - (i) "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.4.1]**".
 - (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.4.1]**"; and
- c) Presentation of a properly executed invoice.

G.4.2 Lump Sum Payment

If and when order by Task Order, the District will pay the full amount due the Contractor after:

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

G.4.3 Payment for Supplemental Reimbursable Services

Payment for approved reimbursable services will be considered only after the CO has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of DCMR Title 27, Chapter 2405 (Cost Reimbursement Contracts); and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of services and materials required to complete the subject supplemental services. The Quote shall include, but is not limited to, itemized materials, number of laborer, total hours project per laborer; (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. The Reimbursable Cost for all said services shall not exceed the non-guaranteed annual ceilings as defined in **Section [B.4.2.1]** Cost Reimbursement Schedule. The Contractor shall use the rates established in the Reimbursable Services Price Schedule **Section [B.4.1]** (under each applicable Option Period) as the firm, fixed-price direct labor hourly rates established for Reimbursable Services.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

- G.6.1.1.4** 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 District for work performed by any subContractor under the Contract:
 - G.6.2.1.1** Pay the subContractor(s) for the proportionate share of the total payment received from the District that is attributable to the subContractor(s) for work performed under the Contract; or
 - G.6.2.1.2** Notify the CO and the subContractor(s), in writing, of the Contractor's intention to withhold all or part of the subContractor's payment and state the reason for the nonpayment.
 - G.6.2.2** The Contractor must pay any subContractor or supplier interest penalties on amounts due to the subContractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
 - G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.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 District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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

G.7 CONTRACTING OFFICER (CO)

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

FRANKLIN AUSTIN, CPPB, CPM
Supervisory Contract Specialist / Contracting Officer
Contracts & Procurement Division
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 District’s payment provisions; and

G.9.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the COTR/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 District property, except as specified under the Contract.

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

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this Contract must be ordered by issuance of delivery orders or Task Orders by the Contracting Officer in the form of *Attachment J.14 – Form of Task Order*. Such orders may be issued during the term of this Contract. Such orders may be issued during the term of this Contract. *The vendor is hereby made aware that only the Contracting Officer is authorized to issue Task Orders under the Contract, and the Department shall have no obligation to provide or remit compensation to the vendor for any work, materials, or supplies that the vendor provides contrary, beyond, or outside of that parameter and understanding. The vendor should always take care to receive Task Order instructions from the Contracting Officer, versus any non-authorized personnel of the Department.*

G.10.2 The Department reserves the right in its sole discretion to compete services hereunder through the issuance of a Request for Task Order Proposal(s) (“RFTOP”) to any two (2) or more of the awarded Contractors holding an IDIQ Contract for Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services if deemed in the best interest of the District. Each RFTOP shall specify at a minimum and be substantially in the form of *Attachment J.13 – Form of RFTOP*:

- (a) The type service required, the intended property or group of properties, scope of work;
- (b) A delivery date and or completion date; and
- (c) Such other information as the Department may reasonably request

- G.10.2.1** Subsequent award(s) will be awarded as individual Task Order(s) resulting from the issuance of a RFTOP based on criteria established in the RFTOP which are applicable for the District's goals. In addition, the Department reserves the right to consider non-price factors when making evaluating proposals.
- G.10.2.1.1** 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 to 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.10.2.1.2** The Ordering Maximum values identified in **Section [B.4.2.1]** are non-guaranteed estimated ordering maximums and is not a representation of the Districts intent to order up-to or the ordering values that will be required within any give Contract Period, or that conditions affecting the requirements, will be stable or normal. Contractors are only guaranteed the stated minimum ordering value of Two-hundred, Fifty Dollars (\$250.00) during a Contract Period.
- G.10.2.1.3** Any order(s) issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the 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.10.3** All delivery orders or Task Orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order or Task Order and this Contract, the Contract shall control.
- G.10.3.1** In accordance with **27 DCMR 2301.5**, the Contracting Officer may establish Contract delivery or performance schedules on the basis of Contracts containing indefinite delivery provisions (such as term Contracts or federal supply schedules), a specific time for delivery and or performance of services after receipt by the Contractor of each individual Task Order issued under the Contract, thus the Period of Performance established by the individual Task Order shall prevail.
- G.10.3** 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.4.2.1]**
- 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.4.2.1]**
- 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.4.2.1]**, 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.4.2.1]**, 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.4.2.1]** 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.4.2.1]**, 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.

**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. 2015-4281, Revision No.: 15, dated 23-December-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.2.2 *(Where Applicable)* The Contractor may also be bound by the *Davis Bacon No. DC20200001, dated 03-January-2020* 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 re-determinable 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 “non-personal 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**

H.8.1 A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for all employees assigned to provide services at the DYRS YSC facility

H.8.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor

vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for all employees assigned to provide services at the DYRS YSC facility.

H.8.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.8.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.8.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - Murder, attempted murder, manslaughter, or arson;
 - Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - Burglary;
 - Robbery;
 - Kidnapping;
 - Illegal use or possession of a firearm;
 - Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - Child abuse or cruelty to children; or
 - Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

- H.8.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.8.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
 - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.8.5(C);
 - (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
 - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
 - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.
- H.8.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.8.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.8.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.8.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.8.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

- H.8.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.8.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the Contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.8.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.8.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this Contract for current employees and unsupervised volunteer in the positions listed in **Sections [H.8.1] and [H.8.2]**.
- H.8.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.8.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.8.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.8.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

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

The District will be responsible for the following regarding this Contract:

H.11.1 Assigning and monitoring the vendor's completion of their scheduled site duties.

H.11.2 The District will provide access to and training on the Salesforce Work-order Ticket system. Access and licenses will be provided to the Contractor by the Department at no cost.

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.

H.13 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

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 authorizations and fiscal appropriations.

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

I.5.2 The Contractor shall, upon the Contracting Officer's written notice:

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

I.5.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

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

I.5.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-

site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 ESTIMATED QUANTITIES

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

I.8 DISPUTES

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

I.9 CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section [I.8] - Disputes.**
- (b) The District shall not require the Contractor, and the Contractor shall not require a subContractor, to undertake any work that is beyond the original scope of the Contract or subContract, including work under a District-issued change order/Contract modification,

when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:

- (1) Agrees with Contractor, and if applicable, the subContractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subContracts a clause that requires the Contractor to:
- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subContractor with notice of the amount to be paid to the subContractor for the additional work to be performed by the subContractor;
 - (2) Pay the subContractor any undisputed amount to which the subContractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subContractor and CO in writing of the reason the Contractor withholds any payment from a subContractor for the additional work.
- (d) Neither the District, Contractor, nor any subContractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.10 NON-DISCRIMINATION CLAUSE

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

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

- I.10.3** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.
- I.10.4** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
- a) employment, upgrading or transfer;
 - b) recruitment, or recruitment advertising;
 - c) demotion, layoff, or termination;
 - d) rates of pay, or other forms of compensation; and
 - e) selection for training and apprenticeship.
- I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.
- I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subContractor agreement each subContractor to permit access of such subContractors' books, records, and accounts for such purposes.
- I.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

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

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

I.11 RIGHTS IN DATA

A. Definitions

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

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

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

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

B. Title to Project Deliverables

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

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor

demonstrates such to the District's satisfaction), and distribute Existing Product to District users up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purpose of the project or work plan or Contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

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

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

The 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 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. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; Contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

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

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

4. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So, called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable. THIS IS A MANDATORY REQUIREMENT IF SCHOOLS ARE IN SESSION AND/OR WORK IS BEING PERFORMED IN AN AREA THAT CHILDREN NORMALLY FREQUENT
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion

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

- C. **DURATION.** The Contractor shall carry all required insurance until all Contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this Contract.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subContractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
- G. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:
THE GOVERNMENT OF THE DISTRICT OF COLUMBIA
And mailed to the attention of:
George G. Lewis, CPPO C/O Domanique L. Banks
Chief Procurement Officer and Chief of Contracts & Procurement
Department of General Services, Office of Contracting & Procurement
2000 14th Street, N.W. | 8th Floor
Washington, D.C. 20009
(202) 727-2800
george.lewis@dc.gov
- 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 Contractor who has not satisfied the equal employment requirements.

I.16 ORDER OF PRECEDENCE

The Contract will contain the following clause:

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.17 TIME

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

**SECTION J
ATTACHMENTS**

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

ATTACHMENT NO.	DOCUMENT
J.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 15 Dated 23-December-2019 and Davis Bacon DC20200001 Dated 03-January-2020
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 <i>(1st)</i> Source Employment Agreement
J.6	Department of Employment Services First <i>(1st)</i> Source Employment Plan
J.7	DSLBD SBE SubContracting Plan Form <i>(as required by law)</i>
J.8	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.9	Tax Certification Affidavit
J.10	<i>RESERVED [Intentionally Omitted]</i>
J.11	Form of Invoice
J.12	Price and Cost Schedules/Compensation and Property List by Aggregate Award Group
J.13	Form of Request for Task Order Proposal
J.14	Form of Task Order
J.15	Form of Contractor Quote
J.16	Offeror’s Past Performance Evaluation Form

**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.3.1.2 **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 IDIQ Contracts resulting from this solicitation to the responsive and responsible Offeror[s] whose offer[s] conform 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 each 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-20-NC-RFP-0001 Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services"*** in two (2) parts:

(1) **DCAM-20-NC-RFP-0001 Technical Proposal** – Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping Services; and

(2) **DCAM-20-NC-RFP-0001 Price Proposal(s)** – Comprehensive City-Wide Landscaping Maintenance and Supplemental Landscaping 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.12**

1. **NOTE: In the opinion of the Department, any material deviations of this from, Attachment J.12, 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**

viii. Offerors' Past Performance Evaluation Form(s)

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 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.5]**.

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

L.2.7 The Department 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 [1:00 p.m. EST on Wednesday, October 23, 2019 at the Frank Reeves Municipal Facility located at 2000 14th Street, N.W. in 2nd Floor Community 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 **Wednesday October 30, 2019** five (5) business 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, Domonique L. Banks at domonique.banks@dc.gov. The prospective offeror should submit questions no later than **close of business on Wednesday, October 30, 2019, eleven (11) business days** prior to the closing date and time indicated for this solicitation in **Section [L.7]**. The District may not consider any questions received less than **eleven (11) 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 be hand-delivered*** to the *Department of General Services* **no later than 2:00 p.m. EST on Thursday, February 20, 2020** to the *8th Floor Receptionists 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 Domonique L. Banks
Chief Procurement Officer
Chief of Contracts & Procurement
Department of General Services
2000 14th Street, N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail address: domonique.banks@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation with is proposal.

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

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

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 responsive and responsible Offeror(s) whose offer(s) are most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA 112-Points Maximum

The Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this RFP for Comprehensive City-Wide Landscaping Maintenance Services and Supplemental Landscaping Services. The criteria serves 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 the Table identified in **Section [M.2.1]**. While the Government will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The offerors that provide the best value to the Government are based on the results of the evaluation criteria described in the paragraph below which outline the evaluation factors.

M.3.1 TECHNICAL CRITERIA 80 Points Maximum

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

TECHNICAL EVALUATION FACTORS	POINTS
Factor A: Relevant Experience and Past Performance of the Contractor and its Team	20
Factor B: Relevant Experience of the Contractor’s Proposed Key Personnel & Staffing	20
Factor C: Daily Operations Management Plan	40
TOTAL MAXIMUM TECHNICAL POINTS ALLOWABLE	80

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

The Department desires to engage Contractor(s) with a minimum of two (2) years relative experience providing grounds maintenance and landscaping services for multi-asset property portfolios (whether commercial or municipal in nature) in the Greater Washington DC area, that are similar in nature, scope and complexity as the service requirements identified in **Section [C]** – Scope of Work. The Offeror shall include with its Proposal a minimum of three (3) Past Performance Evaluations from the Offerors client roster substantially in the form of **Attachment J.16**. Offerors will be evaluated based on their demonstrated experience with: **(i)** performing grounds maintenance and landscaping services for such multi-asset property portfolios over the past two (2) years; **(ii)** supervising multiple work crews; **(iii)** experience with, and knowledge of, grounds maintenance/landscaping operations and equipment; and **(iv)** access to the necessary vehicles, equipment and labor to implement and perform the necessary services to determine if the offeror provides a sound, compliant approach that meets the requirements of the SOW, and demonstrates a thorough knowledge and understanding of those requirements and their associated risks.

The past performance assessment will assess the confidence in the offeror’s/joint venture member’s ability (which includes, if applicable, the extent of its critical subContractors’ involvement) to successfully accomplish the proposed effort based on the offeror’s demonstrated

present and past work record. A critical subContractor is defined as any subContractor providing support for technical compliance which represents a significant out-sourced capability. The Government will evaluate the offeror's/the critical subContractors' demonstrated record of Contract compliance in supplying services and products and that meet users' needs, including cost and schedule. The recency and relevancy of the information, the source of the information, context of the data and general trends in the Contractor's performance will be considered. More recent and more relevant performance usually has a greater impact in the confidence assessment than less recent and less relevant performance. For purposes of this evaluation, recency is defined as active or completed efforts performed within the past three (3) years from the issuance date of this solicitation. The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent submitted Contracts, but the Government is not bound by the offeror's opinion of relevancy.

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

The Department desires that the Contractor's Key Personnel assigned to this project will have experience in performing the Services contemplated by this RFP including **Section [C.12]** hereof and shall be dedicated to providing the services under this Contract. The availability and experience of a Contractor's Key Personnel (and other key staff) assigned to this Contract will be evaluated as part of this element. Proposals shall identify, at a minimum: **(i)** the Project Manager, the Field Supervisors/Crew Leaders and the Dispatcher as contemplated by **Section C.12(1-3)** hereof; and **(ii)** resumes for each other key staff member on the team, detailing each person's role, relevant experience, and anticipated workload during the Contract Term and **(iii)** valid copies of all applicable licenses and certifications of its personnel by which is required to perform the services described herein.

M.3.1.2.1 The Offeror's personnel must have the experience and, to the extent applicable, licenses to perform the required work. Toward that end, Offerors shall include within the proposal a description of the staff that will be made available to perform this work and their qualifications. The positions listed below are considered to be key personnel "**Key Personnel**". The Contractor shall provide staff who, at a minimum, meet the listed qualifications.

M.3.1.2.1.1 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 required 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.

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

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

M.3.1.2 Daily Operations Management Plan (40 points)

Offerors are required to submit a Daily Operation Plan along with their proposals. This Plan shall clearly explain and outline the Offerors management approach, detailing how they will facilitate services across the large property portfolio taking into consideration the volume of work contemplated and the service standards required. It should clearly demonstrate its knowledge and expertise in providing landscaping maintenance and supplemental landscaping services for multiple commercial properties of different size and complexity. The Offeror shall also demonstrate its knowledge of impediments typical to commercial landscaping related services and how the Offeror works to identify and mitigate these issues. *The Offeror shall clearly outline and demonstrate its ability and capacity (including manpower, equipment and financial means) to perform services for each Aggregate Award Group it intends to be considered for award.* At a minimum, this Daily Operation Plan should identify the following:

- (i) **Scheduling & Assignment of Key Personnel** and their specific roles in managing the services and outline at a minimum the following;
 - 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 *and individually identified by Aggregate Award Group.*
 - b. How the Offerors Key Personnel will manage and coordinate with the Department on all services requirements, both periodic and supplemental *and individually identified by Aggregate Award Group.*
 - c. Outline staffing, scheduling and the daily planning of services, including the number of properties covered by specific key rolls and the staffing level assignment to ensure quality and timely service delivery. *The information shall be individually identified by Aggregate Award Group.*
 - d. Shall include an organization chart that described the staffing plan including all proposed staff *individually identified by Aggregate Award Group.*
- (ii) **Vehicle, Equipment & Supplies** description and availability to the Offeror, along with a description of where equipment and supplies will be stored (*at and with the Offerors own means and resources*) for ease of deployment;
 - a. An acceptable plan will describe an effective process its controls set to safeguard and expedite from receipt of a government order to delivery. The plan must include all elements necessary and the times associated with meeting the government’s requirements per the SOW.
- (iii) **Quality Control Plan (QCP)**, as must identify an acceptable approach and those actions employed to ensure compliance with product quality and control standards in the SOW. Describe in detail how the Contractor will assure the task are complete timely and to the service level standards identified in the SOW. Provide effective measures for HAZMAT handling and procedures that demonstrate compliance with federal, state, and local laws and regulations; and procedures that are tailored to support these services in accordance

with the overall SOW. The Quality Control Plan shall clearly demonstrate the Contractor’s full effort to provide both periodic maintenance and supplemental landscaping services which meet the full requirements, service level standards and site appearance standards as delineated herein. The QCP shall clearly outline how the Contractor will plan, deliver, manage and self-evaluate services and provide corrective action as required to assure a 95% service performance year-round and as outlined in **Section [C.7.4.4] and [C.14]**.

- (iv) **Risk Management** include an acceptable plan that clearly identify and address specific risks that may impact this program and its successful implementation and long-term management. The plan must demonstrate the ability to identify specific quantitative and qualitative risks and effective mitigation strategies that demonstrate the clear ability to ensure uninterrupted performance at the required level service. The plan must also provide detail regarding subContractor and vendor management that encompasses the entire population of properties.
- (v) **Transition of Services** an acceptable transition plan must identify all actions required for successful implementation of this Contract in accordance with the SOW including phase-in and Contract close-out, phase-out services. The transition plan must provide dates after receipt of award, significant actions, identify actions that may require Government support, and completion of all actions with a specific date for the beginning of acceptance of orders from the Government. An acceptable implantation plan will include how the daily operations plan will be established, implemented and regulated throughout the Contract life to close-out.
- (vi) **Customer Service** an acceptable plan will identify the means by which customer service is to include but not limited to timely response to standard and supplemental service request and or complaints regarding service. The customer service plan shall also address how the offeror will ensure the availability of crews, timely completion of Salesforce ticket close out procedures and the Contractors overall methodology and approach to provide world-class customer service.

M.3.2 PRICE CRITERION 20 Points Maximum

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

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

Price of proposal being evaluated

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

M.3.4 TOTAL POINTS 112 Points Maximum

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

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
Criteria A: Technical Evaluation	80
Criteria B: Price	20
Criteria C: DSLBD CBE Preference Points	12
TOTAL MAXIMUM POINTS ALLOWABLE	112

M.4 EVALUATION OF OPTION YEARS

The Department 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 Department’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

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

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

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

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

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

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

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

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

M.5.2 **Maximum Preference Awarded**

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

M.5.3 **Preferences for Certified Joint Ventures**

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

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

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

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

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT

ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

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

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

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

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