



AWARD/CONTRACT			1. Caption Field Verification Services		Page of Pages	
					1	67
2. Solicitation/Contract Number DCAM-20-NC-RFP-0008		3. Effective Date See Block 18C		4. Requisition/Purchase Request/Project No.		
5. Issued By: Department of General Services 2000 14 th Street, 8 th Floor Washington, DC 20009				6. Administered by (If other than line 5)		
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 X _____ Signature				Amendment No.		Date
14. Supplies/Services/Price						
15. Table of Contents						
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PROCUREMENT SCHEDULE						
ISSUED DATE		Monday, February 24, 2020				
PRE-PROPOSAL CONFERENCE		Wednesday, March 4, 2020 at 1:00 pm - Frank Reeves Municipal Facility - 2000 14 th Street NW, Washington, DC 20009, 6 th Floor DPW Conference Room				
QUESTIONS		Monday, March 9, 2020				
PROPOSAL CLOSING DATE		Wednesday, March 18, 2020 by 2:00 pm				
Contracting Officer will complete Item 16						
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 AUSTIN, CPPO, CPM Contracting Officer, Contracts & Procurement		
17B.		17C. Date Signed		18B.		18C. Date Signed
(Signature of person authorized to sign)				(Signature of Contracting Officer)		



Government of the District of Columbia
 Department of General Services



SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The Government of the District of Columbia, acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement (collectively the “District”) is issuing this Request for Proposal (“RFP”) to engage a single Contractor (“Contractor”) to provide **Field Verification Services, AutoCAD and ARCHIBUS CAFM/IWMS services in support of DGS’s ARCHIBUS database development project.**
- B.1.1** The awarded Contractor shall provide all supervision, labor, materials, tools, supplies, vehicles, lifts, equipment, transportation, to ensure effective performance of services as prescribed herein for a base period (“Base Period”) and up to four (4) additional, one (1) year option periods (each an “Option Period”).
- B.1.2** The Field Verification Services, AUTOCAD and ARCHIBUS CAFM/IWMS to be performed by the awarded Contractor may include, but is not limited to, the Contractor being engaged to provide one or more of the following: quality control review and digital records in AutoCAD and ARCHIBUS formats.
- B.2** **CONTRACT TYPE**
In accordance with 27 DCMR Chapter 2416 Term Contracts, the District contemplates award of a single Indefinite Delivery, Indefinite Quantity term type contract (“IDIQ”) based on **firm-fixed, fully loaded per square foot service rates.** This IDIQ contract (“Contract”) is for the services specified and effective for the period stated.
- B.2.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, **Section [G.10]**. The Contractor shall furnish to the Department, when and if ordered, the services specified in the price schedule **Section [B.4]**, up to and including the maximum aggregate amount of \$950,000.00 in total fixed price services under **CLINs 0001 – CLIN’s 4001. The Department will order, and the Contractor shall deliver, at least the minimum of \$250.00 in firm-fixed, fully loaded per square foot service rates and the Department may order a maximum of \$950,000.00 of all services during the Base Period and each of the additional Option Year, respectively.**
- B.2.2** There is no limit or maximum on the number of 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 any Task Order.
- B.2.3** Any Task Order(s) issued during the effective period of this Contract and not completed within the Contract’s effective period, shall be completed by the Contractor within the time specified in the individual Task Order(s). The Contract shall govern the Contractor’s and Department’s rights and obligations with respect to any and all Task Order(s) to the same extent as if the Task Order(s) were completed during the Contract’s effective period.
- B.2.4** The Department is an exempt government agency and thus will neither owe nor pay any sales tax imposed on the vendor for the purchase of materials or supplies. If and to the extent permitted under applicable law, the Department at its discretion, will complete any forms that the vendor

may provide, to position and/or enable the vendor to purchase materials or supplies for this Contract, on a tax-free basis.

B.3 PRICE - COST SCHEDULES

The Contract shall be priced based on firm-fixed fully loaded square footage rates. The square footage rates 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, rates, 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 (all applicable under this Contract) 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 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 PRICE SCHEDULE – IDIQ

B.4.1 Base Period (BT) – See Attachment J.12

Attachment J.12 Price Schedule/Compensation

DCAM-20-NC-RFP-0008

FIELD VERIFICATION SERVICES

BASE PERIOD [Date of Award thru 30-September-2020]

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
0001	Field Verification Services Section(s) [C.1.2]		100,000	No Maximum	\$ -

GRAND TOTAL COST (FOR EVALUATION PURPOSES ONLY) \$ -

B.4.1.1 Option Year One (OP1) –See Attachment J.12

Attachment J.12 Price Schedule/Compensation)

DCAM-20-NC-RFP-0008

Field Verification Services

OPTION YEAR ONE (OY1) [1-OCTOBER-2020- 30-September-2021]

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
1001	Field Verification Services Section(s) [C.1.2]		100,000	No Maximum	\$ -

GRAND TOTAL COST (FOR EVALUATION PURPOSES ONLY) \$ -

B.4.1.2 Option Year Two (OP2) - See Attachment J.12

Attachment J.12 Price Schedule/Compensation

DCAM-20-NC-RFP-0008

Field Verification Services

OPTION YEAR TWO (OY2) [1-OCTOBER-2021 - 30-September-2022]

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
2001	Field Verification Services Section(s) [C.1.2]		100,000	No Maximum	\$ -

GRAND TOTAL COST (FOR EVALUATION PURPOSES ONLY) \$ -

B.4.1.3 Option Year Three (OP3) – See Attachment J.12

Attachment J.12 Price Schedule/Compensation

DCAM-20-NC-RFP-0008

Field Verification Services

OPTION YEAR THREE (OY3) [1-OCTOBER-2022 - 30-September-2023]

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
3001	Field Verification Services Section(s) [C.1.2]		100,000	No Maximum	\$ -

GRAND TOTAL COST (FOR EVALUATION PURPOSES ONLY) \$ -

B.4.1.4 Option Year Four (OP4) – See Attachment J.12

Attachment J.12 Price Schedule/Compensation

DCAM-20-NC-RFP-0008

Field Verification Services

OPTION YEAR FOUR (OY4) [1-OCTOBER-2023 - 30-September-2024]

CONTRACT LINE ITEM NUMBER (CLIN)	ITEM DESCRIPTION	PRICE PER SQ FT (UNIT)	ESTIMATED SQ FT MINIMUM	ESTIMATED SQFT MAXIMUM	TOTAL PRICE (Unit price x Maximum quantity)
4001	Field Verification Services Section(s) [C.1.2]		100,000	No Maximum	\$ -

GRAND TOTAL COST (FOR EVALUATION PURPOSES ONLY) \$ -

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 SCOPE:

C.1.1 The Department is responsible for accurate measurements of 36,000,000 gross square feet in up to 840 buildings across the District of Columbia. The Contractor shall provide Field Verification, AUTOCAD and ARCHIBUS CAFM/IWMS services in support of DGS's ARCHIBUS database development project.

C.2

ITEM NO.	DOCUMENT TYPE	TITLE	DATE
1	DC Code	D.C. Code 10-551.05(a)(2)	Most recent
2	ADA	AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED, Facility Access, Title II provisions	Most recent
3	CADD Drawings	National Institute of Building Sciences, NIBS National BIM (Building Information Modeling) Guide for Owners, "Existing Conditions"; United States National CAD Standard – V6	Most recent
4	LEED	United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) v4 BD+C (Building Design and Construction)	Most recent
5	OSHA	United States Department of Labor OSHA Laws & Regulations	Most Recent

C.3 DEFINITIONS

C.3.1.1 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.3.1.2 "ARCHIBUS" is an Integrated Workplace Management System (IWMS) platform developed by ARCHIBUS, Inc. The platform is integrated bi-directionally with building information modeling and CAD design software. ARCHIBUS software solutions are used to manage approximately 15 million properties around the world. ARCHIBUS software is easily integrated with Mobile, GIS, and ERP systems such as Oracle, SAP, Sage and others.

C.3.1.3 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.3.1.4 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.3.1.5** **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.3.1.6** **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.3.1.7** **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.3.1.8** **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.3.1.9** **Contractor's Obligations** shall mean all of the obligations imposed on the Contractor by this Contract.
- C.3.1.10** **Decommissioned** shall mean any building, property and or equipment withdrawn from services.
- C.3.1.11** **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.3.1.12** **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.3.1.13** **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.3.1.14** **District Operated Property** means all property occupied, leased or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.15** **District Owned Property** means all property owned or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.16** **District Quality Assurance** means the various functions, including inspections, by the District to determine whether a Contractor has fulfilled the Contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for Contractor Quality Control.

- C.3.1.17** **Extended Cost** means the unit cost multiplied by the number of those items that are being purchased.
- C.3.1.18** **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.3.1.19** **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.3.1.20** **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).
- C.3.1.21** **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.3.1.22** **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.3.1.23** **Offerors** refers to any individuals, business entities or any combinations thereof, submitting a proposal in response to a RFP.
- C.3.1.24** **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.3.1.25** **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.3.1.26** **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.3.1.27** **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.3.1.28** **Quality Assurance (QA)** means any actions taken in order to ensure services meet Contract requirements.

- C.3.1.29 Quality Assurance Evaluation** are the methodologies implemented to assess the adequacy of Contractor performance.
- C.3.1.30 Quality Control (QC)** refers to Contractor developed and implemented safeguards that ensure quality service are provided to satisfy the requirements of the Contract.
- C.3.1.31 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.3.1.32 Services** means the performance, workmanship, and material furnished or utilized in the accomplishment, execution, or resolution of a Service Call.
- C.3.1.33 Specifications** means the section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.
- C.3.1.34 Task Order.** An individual request for services formally issued as a Task Order shall, in general, contain the following information: (i) a description of the scope of work included in such Task Order, (ii) a lump sum price and/or such other terms of compensation for the work included in the Task Order's scope of work; (iii) the Substantial Completion Date for the Task Order's scope of work and/or such other schedule requirements for Task Order; (iv) any other specific requirements for the scope of work.
- C.3.1.35 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:

- C.3.2.1 CO** Contracting Officer
- C.3.2.2 DGS** Department of General Services
- C.3.2.3 FICM** Facilities Inventory and Classification Manual (FICM) 2006 Edition
- C.3.2.4 BOMA** Building Owners and Managers Association

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 forty (840) 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.5 REQUIREMENTS

The Contractor shall provide all management, tools, supplies, equipment, vehicles and labor necessary to conduct and deliver Field Verification, AUTOCAD and ARCHIBUS CAFM/IWMS services to produce accurately scanned measurements of government owned facilities totaling approximately 36,000,000 gross square feet in up to 840 buildings. The targeted properties (**see: Exhibit 1**) represent important locations for several key government agencies and a mix of property types and is subject to change at the sole discretion of DGS. The product of this project will aid in Asset Management, Facilities Management Division's work order processing and vendor contracting, while improving Energy & Sustainability Division's ability to more accurately allocate costs among client agencies.

DGS shall provide access to each target location for surveying teams on off-shifts (i.e. 2nd/3rd shifts) and weekends.

C.5.1 The Contractor shall provide the following deliverables for each building on the target list:

1. The Contractor shall furnish all necessary personnel, materials, tools, supplies, equipment, vehicles and other services required to successfully perform the requested services as required under the Contract.
2. The Contractor shall field verify and develop as-existing 2D floor plans for the interior of all above ground and subterranean floors in each target building. The 2D drawings shall reflect the current spaces and how they are subdivided at the time of the survey.
3. The tolerance for all space measurements shall be within three (3) inches.
4. Building elements to be surveyed will include all walls, windows, mullions, columns, doors, workstation configurations, stairs, elevators, utility meters, bathrooms and bathroom fixtures.
5. The as-existing floor plans shall be poly-lined by the Contractor to Facilities Inventory and Classification Manual (FICM) **Attachment J.10** standards and numbered in accordance to DGS' Building Suite and Sub-Space Numbering Guideline, and Quality Control Process for Linking to ARCHIBUS **Attachment J.17**. DGS' at its sole discretion may devise or select a different criterion.
6. Fire protection and security systems shall be clearly identified within each surveyed building including – all firepulls, Siamese connectors, hose cabinets, extinguishers and standpipe hose outlets.
7. As-builts shall contain security elements including all card readers, biometric readers, CCTV cameras, CCTV monitors/rooms, metal detectors and package/mail scanners.
8. On-site field verification time, computer time, drafting, quality control review and digital records shall be delivered to DGS in AutoCAD and ARCHIBUS data entry formats.

- C.5.2** The Contractor shall produce accurately scanned measurements of government owned facilities totaling approximately 36,000,000 gross square feet in up to 840 buildings. The targeted properties **(Exhibit 1)** represent important locations for several key government agencies and a mix of property types and is subject to change at the sole discretion of DGS.
- C.5.3** The Contractor shall furnish all necessary personnel, materials, tools, supplies, equipment, vehicles and other services required to successfully perform the requested services as required under the Contract.
- C.5.4** The Contractor shall field verify and develop as-existing 2D floor plans for the interior of all above ground and subterranean floors in each target building. The 2D drawings shall reflect the current spaces and how they are subdivided at the time of the survey.
- C.5.4.1** The tolerance for all space measurements shall be within three (3) inches.
- C.5.4.2** Building elements to be surveyed will include all walls, windows, mullions, columns, doors, workstation configurations, stairs, elevators, bathrooms and bathroom fixtures.
- C.5.4.3** The as-existing floor plans shall be poly-lined by the Contractor to Building Owners and Managers Association (BOMA) standards, or any other standard as determined by DGS.
- C.5.4.4** Rooms and workstations shall be numbered in accordance to DGS' DGS' Building Suite and Sub-Space Numbering Guideline, and Quality Control Process for Linking to ARCHIBUS .
- C.5.4.5** Fire protection and security systems shall be clearly identified within each surveyed building.
- C.5.4.6** On-site field verification time, computer time, drafting, quality control review and digital records shall be delivered to DGS in AutoCAD and ARCHIBUS data entry formats.
- C.5.5** The Contractor will recommend procedures to update the floor plans to maintain data integrity.
- C.5.6** The Contractor shall NOT perform any tasks requiring additional funding without the express written authorization of the Contracting Officer (CO) and with a Purchase Order Number.
- C.5.6** The Contractor shall designate a Field Verification Manager as its single point person to be responsible for any contractual issues.
- C.5.8** The Contractor shall provide one (1) or more on-site Field Survey Technician Supervisors who will be responsible for the performance of work. The name of this person(s), who shall act for the Contractor when the on-site Field Survey Technician Supervisor is absent, is designated. The Contractor shall provide an emergency phone number, cell phone number or pager number that is accessible at all times.
- C.5.8.1** The on-site Field Survey Technician Supervisor(s) or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

- C.5.8.2** The Contractor shall not employ any person for work on this contract if such employee is identified to the Contractor by the COTR as a potential threat to the health, safety, security, general wellbeing or operational mission of the District agency, its employees, and visitors.
- C.5.8.3** The Contractor shall ensure employees have a current and valid driver's license before the employee operates a contractor-owned vehicle.
- C.5.8.4** The Contractor shall provide employees that are fully capable, experienced, and trained in the work they are employed to perform.
- C.5.8.5** In performance of the contract, it shall be the responsibility of the Contractor to assure the availability of employees at all times to complete work under the contract.
- C.5.8.6** Services are performed at locations (e.g., nursing home; shelters) where children and elderly may be present and may come in direct contact with the Contractor's employees; the Contractor is required to conduct background checks of its employees who will be assigned to work at such locations.
- C.5.9** **Key Personnel**
The Department desires that the Contractor assign the appropriate number of personnel having the necessary experience to implement projects on demand. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. They should have a demonstrated ability to deliver projects that meet contract obligations. Service personnel should have the necessary qualifications to perform the required work as outlined in **Section C.1**.
- C.5.9.1** **Field Verification Manager:** shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of all Services. The Field Verification Manager shall have (i) a minimum of three (3) years of experience in the delivery of Field Verification Services similar in nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver services similar in nature, scope and complexity as the Services described herein.
- C.5.9.1.1** **AutoCAD Drafters:** shall have a minimum of two (2) year of experience with providing drafting for as-built drawings, preparing floor plans, site plans and other drawings similar in nature, scope and complexity as the services described here in. The AutoCAD Drafter shall be proficient in writing and speaking English.
- C.5.9.1.2** **Field Survey Technician/Supervisor:** shall have a minimum of two (2) years of experience with providing internal facility measurements to FICM standards and knowledge of ARCHIBUS Integrate Workspace Management System (IWMS)
- C.5.10** **Security Checks & Procedures**
The Contractor shall be required to comply with all standard security procedures of any service site. Contractor's personnel and the Contractor's subcontractors shall not be permitted to enter facilities unless such personnel or subcontractors are property "badged" in accordance with the applicable security procedures as described in **Section [H.10]**, and the Contractor(s) shall have

available a sufficient pool of pre-screened and “badged” personnel and subcontractors to perform the functions described herein.

- C.5.10.1** The Contractor shall conduct routine pre-employment criminal record background checks of all of the Contractor's staff that will provide services under this contract as permitted by D.C. law. Except for professionals in accordance with D.C. Office Code 3-1201.01, et seq. The Contractor shall not employ any staff in the fulfillment of the work under this contract unless said person has undergone a background check, to include National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect).
- C.5.10.2** The Contractor shall provide the results of the background checks for each employee proposed to deliver services under this contract. Background checks for subsequent staff intended to perform services under this contract shall be provided to the COTR. The Contractor(s)' staff may begin employment pending the results of the criminal background checks, but immediately be terminated should the Contractor or DGS determine the staff member is not suitable for employment based on the results of the criminal background checks. Additionally, the Contractor's staff may begin employment pending the results of the criminal background checks, but the staff member shall be supervised at all times pending the results of the criminal background checks and at no time provide services to youth residences independent of supervision.
- C.5.10.3** The Contractor shall conduct the criminal record background checks on an annual basis and for newly acquired employees. The Contractor shall disclose to DGS through the COTR, any arrests or convictions that may occur subsequent to employment. Any conviction or arrest of the Contractor's employees after employment shall be reviewed by DGS, which will determine the employee's suitability for continued employment.
- C.5.10.4** The Contractor shall maintain staff records including applications, licenses, certifications, security and medical clearances, satisfactory criminal background clearance, child protection registers clearance, drug and alcohol screening.
- C.5.10.5** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- C.5.10.6** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.
- C.5.10.7** The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- C.5.10.8** The Contractor shall obtain Facility Access Badges for all staff and the staff of subcontractors, as applicable, prior to providing services: All contractors are required to obtain a contractor ID and access badge from the District. The Contractor is responsible for all costs associated with obtaining id and access credentials/badges. The Contractor shall obtain clearance and credentials by completing the following steps:
- C.5.10.9** Visit the Metropolitan Police Department Henry J. Daly Bldg., 300 Indiana Avenue NW;

C.5.10.10 Complete a PD Form 70 (Criminal History Request) for a record check. This form is available at the Arrest and Criminal History Section; Room 3055. Most requests will be processed while you wait, generally between 15-45 minutes. One of the following documents is needed to make the request:

- i. Government Issued Photo ID, such as, Driver's License or Non-Driver's
- ii. ID Original Birth Certificate and Social Security Card.

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

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

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

C.5.10.11 Approved Key Subcontractors and Personnel

In the event the Contractor cannot self-perform the work, a subcontractor may be utilized. The Contractor shall ensure that all of its personnel and subcontractors assigned to tasks on the Contract are properly trained, equipped, and are properly screened and badged as per **Section [C.4.8.2] and [H.10]**. To this end, all subcontractors shall be held to the same level of scrutiny as the prime.

C.5.10.12 Contracting Officer Technical Representative

The Department shall assign a Contracting Officer Technical Representative ("COTR") to oversee the Contractor's work under this Contract. The Contractor shall take direction from, and coordinate its work with, the assigned COTR. The Contractor will be required to develop work plans that are coordinated with, and acceptable to, the COTR. Without limiting the generality of the foregoing, it is understood that the COTR's limitation of authority is as stated in **Sections [G.9.2] and [G.9.3]**. The COTR is **NOT** authorized to obligate the Department monetarily without the express written consent of the Contracting Officer ("CO").

C.5.11 Working Procedures

In performing these Services, the Contractor shall comply with the following procedures:

C.5.11.1 Service Invoicing

The Contractor shall provide the Department with a detailed invoice within thirty (30)-days of completion of work, substantially in the form of **Attachment J.11** and in accordance with **Section [G.2]**.

C.5.12 Facilities Access Coordination

The Contractor will be required to coordinate its work with activities of any facility at which there is a Service Request. The work may be performed when these facilities are occupied and in use, and the Contractor may be required to work after hours or on weekends and holidays as to not adversely impact educational, recreation, or municipal activities. The Contractor will be required to develop work plans that are coordinated with and acceptable to the COTR who shall coordinate facility access and Service Request activities with necessary facility stakeholders.

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 Year(s) ("OYP"), 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 Period(s) of Performance: In the event the Department exercises its option to extend the term of the Contract to cover the OYs, 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 OY, the extended Contract shall be considered to include this option provision.

F.2.3 The firm-fixed fully loaded per square foot service rates for the Base Period and each subsequent Option Year, shall be as specified in the **Section [B.4.1] thru [B.4.1.1]** 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.

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

F.3 DELIVERABLES

SOLICITATION REFERENCE	DELIVERABLE	QTY	FORMAT/METHOD OF DELIVERY	DUE DATE
C.5.1	Notice of Field Verification Schedule	1 final per facility	Via Email to the Assigned COTR	7 business days after Issuance of Task Order
C.5.1	Notice of Completion of Filed Verification Services	1 final per facility	Via Email to the Assigned COTR	Two (2) Business days after completion of services.
C.5.1	Delivery of Auto CAD Drawings	1 final per facility	Via Email to the Assigned COTR	15 Business days after notice of completion of Field Verification Services

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

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The Department will make payments to the Contractor(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 RESERVED

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 Officer. 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:

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. The Contractor 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 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 The Ordering Maximum values identified in **Section [B.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.10.2.2 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** 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.10.4** 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).

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

H.6.4 Comptroller General

H.6.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this Contract or a subcontract hereunder.

H.6.4.2 This section may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.6.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

H.6.6 **Availability.** The Contractor shall make available at its local office at all reasonable times the records, materials, and other evidence described in clauses H.6.1 through H.6.5, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any shorter period specified in the Contract, or for any longer period required by statute or by other clauses of this Contract. In addition:

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

H.6.7 The Contractor shall insert a clause containing all the terms of this clause, including this **Section [H.6.7]**, in all subcontracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost, or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in **Section [H.6.5]** of this clause.

H.7 ADVISORY AND ASSISTANCE SERVICES

This Contract is a “nonpersonal services Contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the Contract objectives.

H.8 ***RESERVED [Intentionally Omitted]***

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

H.9.1.2 If there are insufficient SBEs to completely fulfill the requirement of **Section [H.9.1.1]**, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified

certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime Contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of **Sections [H.9.1.1] and [H.9.1.2]**.

H.9.1.4 Except as provided in **Sections [H.9.1.5] and [H.9.1.7]**, a prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the Contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 35% of the Contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 If the prime Contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the Contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime Contractor performs less than 50% of the Contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its Contracting effort with its own organization and resources.

H.9.1.7 A prime Contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the Contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

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

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

H.11 DISTRICT RESPONSIBILITIES

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.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.12.9.1** **Proposal/Bid Bond - *RESERVED [Intentionally Omitted]***
- H.12.9.2** **Payment and Performance Bond – *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 fiscal authorizations and appropriations.

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

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

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

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

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

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

Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 ESTIMATED QUANTITIES

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

I.8 DISPUTES

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

I.9 CHANGES

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

subcontract, including work under a District-issued change order/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.

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

I.11 RIGHTS IN DATA

A. Definitions

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

components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

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

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

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

B. Title to Project Deliverables

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

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

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

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

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

D. Subcontractor 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:

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

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
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 ^(1st) Source Employment Agreement
J.6	Department of Employment Services First ^(1st) 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	Facilities Inventory and Classification Manual (FICM) 2006 Edition
J.11	Form of Invoice
J.12	Price and Cost Schedules
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
J.17	DGS’ Building Suite and Sub-Space Numbering Guideline, and Quality Control Process
J.18	<i>RESERVED [Intentionally Omitted]</i>
J.19	<i>RESERVED [Intentionally Omitted]</i>

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 of the proposal 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-0008 Field Verification Services"*** in two (2) parts:

(1) DCAM-20-NC-RFP-0008 ***Technical Proposal – Field Verification Services*** and

(2) DCAM-20-NC-RFP-0008 ***Price Proposal(s) – Field Verification 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 Relevant Experience of the Contractor's Proposed Key Personnel & Staffing; and Project 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 Wednesday, March 4, 2020 at 1:00 p.m. in the Frank Reeves Municipal Facility located at 2000 14th Street, N.W. in 6th Floor - DPW Conference Room.** Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than Monday, March 9, 2020, three (3) business days following the pre-proposal conference in order to generate an official answer. The prospective Offeror shall submit question by email to the Contract Specialist, Lisa Dunlap at lisa.dunlap@dc.gov. 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 in writing to the contact person, identified on the Cover of this solicitation. The prospective Offeror shall submit questions no later than Monday, March 9, 2020. The District may not consider any question received less than 50 days before the date set for submission of proposals. The District will furnish responses promptly to all prospective Offerors via addendum to the RFP. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

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 Wednesday, March 18, 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:

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

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. **Field Verification Manager:** 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 Field Verification Services similar in nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver services similar in nature, scope and complexity as the Services described herein.
2. **AutoCAD Drafters:** shall have a minimum of two (2) year of experience with providing drafting for as-built drawings, preparing floor plans, site plans and other drawings similar in nature, scope and complexity as the services described here in. .
3. **Field Survey Technician/Supervisor:** shall have a minimum of two (2) years of experience with providing internal facility measurements to FICM standards and knowledge of ARCHIBUS Integrate Workspace Management System (IWMS)

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

The Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this RFP for Field Verification Services. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation. Each offeror’s proposal will be evaluated, and the Government will make a determination of the relevancy and confidence level using the scales in 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 Contractor and its Team	30
Factor B: Relevant Experience of the Contractor’s Proposed Key Personnel & Staffing	30
Factor C: Project Management Plan	20
TOTAL MAXIMUM TECHNICAL POINTS ALLOWABLE	80

M.3.1.1

Relevant Experience and Past Performance of the Contractor and its Team (30 points)

The Department desires to engage a Contractor with a minimum of two (2) years relative experience necessary 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) description of the Offeror’s overall experience performing a minimum of 25 million square feet of surveying and field verification services over the past two (2) years; and (ii) demonstrate extensive AutoCAD and CAFM/IWMS database development experience. This information may be provided in a table format and should include, database format/type, gross number of asset (building/property) type developed, total square feet of development and client institution name; (iii) Offeror must demonstrate an overall minimum experience working with and developing database for ARCHIBUS IWMS of 15 million square feet. Offeror’s response must reference number of years working with ARCHIBUS.

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 (30 points)

The Department desires that the Contractor's Key Personnel assigned to this project will have experience in performing the Services contemplated by this RFP including **Section [C.1.1]** 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)* proposed Key Personnel, their roles, number of weekly hours each will devote to the Contract and their reporting.] 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)* Organizational Chart that includes all positions in the Offeror's Staffing Plan.

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**".

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 Contract. Their resumes shall be included.

1. **Field Verification Manager:** 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 Field Verification Services similar in nature, scope and complexity as the Services described herein, or (ii) a demonstrated capacity to deliver services similar in nature, scope and complexity as the Services described herein.
2. **AutoCAD Drafters:** shall have a minimum of three (2) year of experience with providing drafting for as-built drawings, preparing floor plans, site plans and other drawings similar in nature, scope and complexity as the Services described here in. .

3. **Field Survey Technician/Supervisor:** shall have a minimum of two (2) years of experience with providing internal facility measurements to FICM standards and knowledge of ARCHIBUS Integrate Workspace Management System (IWMS)

M.3.1.2 **Project Management Plan (20 points)**

Offerors are required to submit a Project Management 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 field verification services for multiple commercial properties of different size and complexity. The Offeror shall also demonstrate its knowledge of impediments typical to services and how the Offeror works to identify and mitigate these issues. 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 personnel will be available.
 - b. How the Offerors Key Personnel will manage and coordinate with the Department on all services requirements.
 - 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.
- (ii) **Vehicle, Equipment & Supplies** description and availability to the Offeror, along with a description of where equipment and supplies will be stored for ease of deployment;
 - a. An acceptable plan will describe an effective process its controls set to safeguard and expedite from receipt of a government order to delivery. The plan must include all elements necessary and the times associated with meeting the government's requirements per the SOW.
- (iii) **Quality Control Plan (QCP)**, as must identify an acceptable approach and those actions employed to ensure compliance with product quality and control standards in the SOW. Describe in detail how the Contractor will assure the task are complete timely and to the service level standards identified in the SOW. The Quality Control Plan shall clearly demonstrate the Contractor's full effort to provide 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.
- (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) **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 or complaints regarding service. The customer service plan shall also address how the offeror will ensure the availability of crews 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 AVAILABLE EVALUATION POINTS	POINTS
Technical Evaluation Pursuant To Section M.3.1	80
Price Evaluation Pursuant to Section M.3.2	20
Preference Points Awarded Pursuant to Section M.3.3	12
TOTAL POSSIBLE MAXIMUM EVALUATION POINTS	112

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

M.4 EVALUATION OF OPTION YEARS

The 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.