



AWARD/CONTRACT		1. Caption		Page of Pages	
		ON-CALL FACILITY MAINTENANCE & REPAIR SERVICES		1	81
2. Solicitation/Contract Number <b>DCAM-20-NC-RFP-0013</b>		3. Effective Date <b>See Block 18C</b>		4. Requisition/Purchase Request/Project No.	
5. Issued By: Department of General Services 2000 14 <sup>th</sup> Street, 8 <sup>th</sup> 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 <sup>th</sup> Street, 5 <sup>th</sup> 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					
<b>15. Table of Contents</b>					
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<b>PROCUREMENT SCHEDULE</b>					
ISSUED DATE		Tuesday, January 8, 2020			
PRE-PROPOSAL CONFERENCE		Wednesday, January 22, 2020 at 12:00 pm			
QUESTIONS		Monday, January 27, 2020			
PROPOSAL CLOSING DATE		Wednesday, February 12, 2020 by 2:00 pm			
<i>Contracting Officer will complete Item 16</i>					
16. <input type="checkbox"/> AWARD Your proposal for the above referenced Solicitation including your Offer Letter and Price Form is hereby accepted. Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein.					
17A. Name and Title of Signer (Type or print)			18A. Name of Contracting Officer <b>GEORGE G. LEWIS, CPPO</b> <b>Chief of Contracts &amp; Procurement, Chief Procurement Officer</b>		
17B.		17C. Date Signed	18B.		18C. Date Signed
(Signature of person authorized to sign)		(Signature of Contracting Officer)			
			<b>Government of the District of Columbia</b> <b>Department of General Services</b>		
					

## 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 multiple contractor(s) (“Contractor(s)”) to provide **On-Call Facility Maintenance and Repair Services** to various District owned or operated facilities.

**B.1.1** The awarded Contractor(s) 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 Term”) and up to four (4) additional, one (1) year option periods (each an “Option Period”).

**B.1.2** The On-Call Facility Maintenance and Repair Services to be performed by each awarded Contractor may include the Contractors being engaged to provide one or more of the following but is not limited to: (i) emergency response, (ii) routine services, (iii) preventative maintenance services, (iv) project-driven work and/or (v) concentrated work order reduction efforts with clearly established scope and timeline parameters.

#### **B.2 TYPE OF CONTRACT**

The District contemplates the award of multiple Indefinite Delivery, Indefinite Quantity (“IDIQ”) type contracts (the “Contract(s) based on Time and Materials. Contracts in accordance with Chapter 47 of Title 27 of the DCMR - 4716 **TIME-AND-MATERIALS CONTRACT AND LABOR HOUR CONTRACTS.**

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

- a) Time and Materials, based on:
  - (i) Labor Hourly Rates;
  - (ii) Cost of materials all Materials and Supplies shall be furnished to the District “at cost.” The District will not grant or accept any mark-ups on the Contractor’s materials and supplies.

#### **B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and effective for the period stated. Delivery or performance of all services and or supplies to be provided under the awarded IDIQ contracts shall be made only as authorized by Task Order(s) issued in accordance with the Ordering Clause, **Section [G.10]**. The Contractor shall furnish to the Department, when and if ordered, the services and or supplies specified in the Price and Cost Schedules **Section [B.5]**, up to and including the maximum *non-guaranteed* amount as specified in **Section [B.3.1.1]** for each Skilled and or Non-Skilled labor Category (otherwise identified as an Aggregate Award Group) in total

fixed price or lump sum based on the contract established rates under [CLINs defined for each Aggregate Award Group](#).

**B.3.1 AGGREGATE GROUP OR INDIVIDUAL ITEM**

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

**B.3.1.1 Aggregate Award Groups and Minimum Order & Maximum Non-guaranteed Ordering Limits**

<b>GROUP</b>	<b>DESCRIPTION</b>	<b>ANNUAL ORDERING MINIMUM</b>	<b>ANNUAL ORDERING MAXIMUM</b>
Group A	HVAC	\$250.00	\$ 14,000,000.00
Group B	Electrical	\$250.00	\$ 3,500,000.00
Group C	Plumbing	\$250.00	\$ 4,000,000.00
Group D	Carpentry	\$250.00	\$ 4,000,000.00
Group E	Painting	\$250.00	\$ 4,000,000.00
Group F	Concrete & Masonry	\$250.00	\$ 4,000,000.00
Group G	Auxiliary Maintenance	\$250.00	\$ 4,000,000.00

**B.3.2** *The Department will order, and the Contractor shall deliver, at least the minimum of \$250.00 in fully loaded hourly labor rates plus “at cost” charges for materials and supplies, and the Department may order a maximum under each Aggregate Award Group as specified above in Section [B.3.1.1] of all services described herein, during the Base Period and each of the Option Periods, respectively.*

**B.3.2.1** All Material and Supplies shall be furnished to the District at Contractor cost. As noted in Section B.2.1.a) above, the District will not grant or accept any mark-up for overhead and profit tied to the Contractor’s materials and supplies.

**B.3.3** 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.3.4** 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 a Task Order(s).

**B.3.4.1** The Ordering Maximum values identified in **Section [B.3.1.1]** are *non-guaranteed* estimated ordering maximums and is *not* a representation of the Departments 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 certain or absolute. Contractors are only guaranteed the stated minimum ordering value of Two-hundred, Fifty Dollars (\$250.00) during a Contract period.

**B.3.4.2** Any Task Order(s) issued during the effective period of this Contract and not completed within that 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.4 PRICE - COST SCHEDULES**

The Contract shall be priced based on firm-fixed labor hourly rates for each of the Skilled and Unskilled Labor categories identified in **Section [B.3.1.1]**. Parts and materials provided for related services will be compensated on a Time & Materials basis. The fully-loaded labor hourly rates and the cost of materials at cost shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover all of the services including, but not limited to, all labor, supplies, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, overhead and profit tied to the Contractor's labor hourly rates (exclusive of any overhead and profit tied to the Contractor's materials and supplies, which shall be prohibited as noted in Section B.2.1.a).(ii) above), insurance coverage and provisions as required in **Section [I.14]**, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by (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.5 PRICE SCHEDULE – IDIQ**

**B.5.1 Base Term (BT) – See Attachment J.12**

**B.5.1.1 Option Period One (OP1) –See Attachment J.12**

**B.5.1.2 Option Period Two (OP2) - See Attachment J.12**

**B.5.1.3 Option Period Three (OP3) – See Attachment J.12**

**B.5.1.4 Option Period Four (OP4) – See Attachment J.12**

## B.5.2 PRICE QUOTE

The Contractor shall provide the Department with an advance written estimate (“Quote”) outlining the itemized cost of all parts and/or materials required to complete the subject repair or replacement services. The Quote shall include, but is not limited to, itemized parts, manufacturer name, part number, direct vendor cost of parts, estimated shipping and arrival of parts. Materials and supplies subject to the Contractor’s Quote shall not be purchased and will not be reimbursed until (ii) the Contracting Officer’s Technical Representative (“COTR”) provides written approval of the Quote; and (iii) the Contracting Officer’s issuance of a Task Order, upon the COTR’s request, per **Section [G.10] Ordering Clause**.

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

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

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

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 EXECUTIVE SUMMARY:

**C.1.1** The Department is responsible for the maintenance and repair of multiple District owned or operated facilities across the District of Columbia. The Contractor(s) shall provide On-Call Maintenance and/or Repair Services for the following trades: *HVAC, Electrical, Plumbing, Carpentry, Painting, Concrete and Masonry and other Auxiliary Maintenance Services* which include but is not limited to: (i) emergency response, (ii) routine services, (iii) preventative maintenance services, (iv) project-driven work and/or (v) concentrated work order reduction efforts with clearly established scope and timeline parameters. The Contractor(s) shall have the capabilities to respond on twenty-four (24)-hours, seven (7)-days-a-week, three-hundred sixty-five (365) days a year.

### C.1.2 HVAC

The Contractor shall provide HVAC services to include maintenance, repair and minor alteration services for variety of HVAC units, components, devices, equipment and associated systems, including but not limited to compressors, blowers, motors, drive assemblies, fans, service valves, dampers, condensers, cooling coils, piping, pumps, purge units, control systems and wiring, duct work, burner assemblies, combustion chambers, thermostats and temperature controls, registers, condensate and drip pans and drains, grills, evaporators, air filters, heat/air conditioning units, pool room dehumidification systems, chemical/water treatment for open and closed loop vessel, backflow Preventative maintenance and repair to avoid cross connections per District of Columbia Municipal Regulation Title 21 Chapter 54, and all other items of equipment essential to the proper operation of HVAC equipment and systems in accordance with the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) and manufacturer's recommendations and guidelines. Contractors shall be certified by a least one (1) of the following nationally recognized name brand HVAC systems: Daikin, Johnson Controls, Siemens, Boland Trane, Moreland Controls, Samsung VRF, LG VRF, Carrier, McQuay, Reznor, AAON, Capron Controls, Lochinvar, Weil McClean and McDonnell Miller.

**C.1.2.1** Scope of practice for refrigeration and air conditioning mechanics. For the purposes of this part, the term "refrigeration and air conditioning mechanic" means a person who designs, installs, maintains or alters mechanical systems for refrigeration or air conditioning of any public or private building or vehicle.

### C.1.3 Electrical

The Contractor shall provide Electrical services to include on-call maintenance and repair of electrical systems. All electrical equipment including service equipment, power distribution switchgears and panel boards, protective devices, transformers, feeders and branch circuit wiring, raceways, motors, motor circuits, motor controllers and motor control centers, electronic equipment and wiring, lighting systems, emergency power and lighting systems, wiring devices, portable tools and equipment and other types of utilization equipment shall be maintained free of hazards to life and property in an efficient, operational and usable condition. All electrical equipment, components and associated devices shall be free of defects and maintained with a

pleasing appearance at all times. All workmanship and materials shall conform to the National Fire Protection Association (NFPA) Code and National Electric Code (NEC).

**C.1.3.1**     **The D.C. Official Code § 47-2853.91:** Scope of practice for electricians. For the purposes of this Contract, the term "electrician" means any person who designs, installs, maintains, alters, converts, changes, repairs, removes, or inspects electrical wiring, equipment, conductors, or systems in buildings or structures or on public and private space for the transmission, distribution, or use of electrical energy for power, heat, light, radio, television, signaling, communications, or any other purpose, except elevators, platform lifts, stairway chair lifts, manlifts, conveyors, escalators, dumbwaiters, material lifts, automated people movers, and other related conveyances.

**C.1.4**             **Plumbing**

The Contractor shall provide Plumbing services to include on-call maintenance and repair of plumbing systems including sanitary sewage ejection equipment and systems, steam supply service, heating water. Typical work activity includes, but is not limited to, the installation and repairs of toilets, urinals, underground excavation, underground sewer lines, domestic supply mains, drinking fountains, sinks, pumps, valves, controls, water heaters, circulating pumps and motors, expansion tanks, backflow preventers, strainers, various types of valves, regulators, compressors, electronic controls, various gauges, various sensors, various safety devices, headers, manifolds, bearings, belts, pulleys and motors, and all related components.

**C.1.4.1**     **The D.C. Official Code § 47-2853.121:** Scope of Practice for Plumbers or Gasfitters. For the purposes of this part, the term "plumber" means any person who designs, installs, repairs or removes plumbing fixtures intended to receive and discharge water, liquid, or water-carried wastes into the drainage system with which they are connected; or who introduces, maintains or extends a supply of water through a pipe or pipes, or any appurtenance thereof, in any building, lot premises, or establishment; or who connects or repairs any system of drainage whereby foul, waste, or surplus water, sewer gases, vapor or other fluid is discharged or proposed to be discharged through a pipe or pipes from any building, lot, premises or establishment into any public or house sewer, drain, pit, box filter bed or other receptacle or into any natural or artificial watercourse flowing through public or private property; or who ventilates any building, sewer or fixture or appurtenance connected therewith; or who excavates any public or private street, highway, road, court, alley or space for the purpose of connecting any building, lot, premises, or establishment with any service pipe, house sewer, public water main, private water main, public sewer, private sewer, subway, conduit, or other underground structure. For the purposes of this part, the term "gasfitter" means any person who designs, fabricates, installs, tests or operates any nonindustrial type of gas appliance and piping system from the outlet of the meter set assembly, or from the outlet of the service regulator when a meter is not provided, to the inlet connections of appliances, for fuel gases such as natural gas, manufactured gas, undiluted liquefied petroleum gas, liquefied petroleum gas-air mixtures or mixtures of any of these gases; or who introduces, maintains or extends a supply of a gas through a pipe or pipes, or any appurtenance thereof, in any building, lot premises, or establishment; or who ventilates any fixture or appurtenance connected therewith; or who excavates any public or private street, highway, road, court, alley or space for the purpose of connecting any building, lot, premises, or establishment with any service pipe.

**C.1.5**             **Carpentry**

The Contractor shall provide Carpentry services and materials to perform carpentry, include, but are not limited to, repairing and assembling office desks, hutches, credenzas, cabinets, counters,

shelves, tables, chairs, and miscellaneous furniture. Requirements include replacing and repairing door closures, altering and repairing building components such as walls, partitions, doorways, window frames, stairways and roofs; applying wall and floor finish materials, installing various types of tile, refinishing furniture. Carpentry services will also include general maintenance tasks such as hanging wall decorations and window treatments (e.g., shades, curtains).

**C.1.6 Painting**

The Contractor shall provide Painting shall include, but is not limited to, both the interior and exterior of all types of surfaces on buildings and miscellaneous structures as well as the painting of other miscellaneous items such as signs, guard posts, rails, parking bumpers and spots, road markings, curbs and crosswalks, etc.

**C.1.7 Concrete and Masonry Services**

The Contractor shall provide concrete and masonry services including, but not limited to: sidewalks, dumpster pads, curbs and gutters, retaining walls, brick pavers, block repair, power washing, asphalt repair, tiling, plastering and trench drains.

**C.1.8 Other Auxiliary Maintenance Services/Unskilled Labor**

The Contractor shall provide other auxiliary maintenance services including, but not limited to: fencing (including wrought iron), flooring glass and glazing. The Contractors shall provide labor services and any related supplies to perform work that requires little to no experience to accomplish but is critical to the completion of a project or task. These assignments could include but are not limited to, hand shoveling of snow and ice, hand application of ice melt, pickup and disposal of yard waste and trash, sweeping of floors, and moving furniture or equipment (50lbs+).

**C.1.9 SPECIAL STANDARDS OF RESPONSIBILITY DURING TERM OF CONTRACT**

**C.1.9.1 Licensing, Accreditation and Registration:**

The contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance services under this contract in accordance with the applicable D.C. Official Code § 47-2853.12 License, certification, and registration criteria and else other D.C. Official Codes for the specified Skill Labor Categories.

**C.1.9.1 Apprenticeship Act:**

The Apprenticeship Act shall apply to this Contract and the Contractor and all of its trade subcontractors shall be required to comply with the act. In addition, thirty-five percent (35%) of all apprentice hours worked on any projects subject of this Contract shall be worked by District residents and Offerors must provide evidence of knowledge and intent to comply with the requirements under the Apprenticeship Act.

**C.1.10 CREDENTIALS.** The Contractor shall present the following credentials for all applicable current and new employees, in relation to its Skilled Laborers for all employees during the term of the contract, within five (5) business days of the written request of the Contracting Officer or COTR.

- ✓ A copy of the applicable Skill Laborers' valid DCRA Professionals License;



- ✓ List of all Key Personnel whom the Contractor designates to respond to on-site service and or service request;
- ✓ Resume's for each of the Contractors proposed Skill Laborer's and Key Personnel, and
- ✓ Proof of Apprentice.

**C.2 APPLICABLE DOCUMENTS AND REQUIRED LICENSURES**

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

Item #	Document Type	Title	Version/Date
1	U.S. Law	Environmental Protection Agency (EPA) 42 USC sections 6901-6976 Hazardous Substances and Waste	Most Recent
2	Federal Regulations	Environmental Protection Agency (EPA) Clean Air Act of 1990	Most Recent
3	Federal Regulations	EPA Level IV (universal) certification	Most Recent
4	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P	Most Recent
5	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926,	Most Recent
6	Federal Regulations	40 CFR, Parts 260, 261, 264, 265, 268, 270, and 273 Protection of Environment Environmental Protection Agency	Most Recent
7	Federal Regulations	41 CFR, Part 101-120 Public Contracts and Property Management Subtitle C--Federal Property Management Regulations System Management of Buildings and Grounds	Most Recent
8	Federal Regulation	National Emission Standards for Hazardous Air Pollutants	Most Recent
9	Executive Order	Energy Policy Act of 2005	Most Recent
10	International Code Council	Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition	Most Recent
11	D.C. Regulations	International Building Code (IBC)	Most Recent

12	D.C. Law	DC Construction Codes <a href="http://dcra.dc.gov/DC/DCRA/Permits/Construction+Codes">http://dcra.dc.gov/DC/DCRA/Permits/Construction+Codes</a>	Most Recent
13	DCMR	D.C. Official Code, sections 10-1001-1005 Parks, Public Buildings, Grounds and Space	Most Recent
14	D.C. Law	The Clean and Affordable Energy Act	Most Recent
15	DCMR	DC Solid Waste and Multi-Materials Management	Most Recent
16	DC Website	Department of Consumer and Regulatory Administration (DCRA) Building and Land Regulation Administration (BLRA).	Most Recent
17	DC Website	District of Columbia/Pearson Vue Licensing	Most Recent
18	DC Water	Washington Suburban Sanitary Commission	Most Recent
19	DC Website	Department of General Services <a href="http://dgs.dc.gov/DC/DGS">http://dgs.dc.gov/DC/DGS</a>	Most Recent
20	Accredited Specs and Standards	International Electrical Testing Association (NETA)	Most Recent
21	Accredited Specs and Standards	Leadership in Energy and Environmental Design (LEED)	Most Recent
22	DC Policy	OCP Directive 1303.00, dated October 1, 2003, titled “Environmentally Preferable Purchasing.”	Most Recent
23	Accredited Specs and Standards	National Fire Protection Association (NFPA) Recommended Practice for Electrical Equipment Maintenance NFPA 70B, 72, 25	Most Recent
24	Accredited Specs and Standards	NFPA 30, Flammable and Combustible Liquids Code	Most Recent
25	Accredited Specs and Standards	National Institute Certification of Engineering Technologies	Most Recent
26	Accredited Specs and Standards	The National Board Inspection Code Chapter 2 Inspection of Boiler and Pressure Vessels	Most Recent
27	Accredited Specs and Standards	Construction Specifics Institute (CSI)	Most Recent
28	Accredited Specs and Standards	Public Buildings Maintenance Guides and Time Standards	Most Recent
29	Accredited Specs and Standards	International Code Council (ICC)	Most Recent

30	Accredited Specs and Standards	American National Standard Institute (ANSI) 2245.1	Most Recent
31	Accredited Specs and Standards	American National Standards Institute/American Society of Heating, Refrigeration, and Air Conditioning Equipment (ANSI/ASHRAE) Standards 55 and 62	Most Recent
32	Accredited Specs and Standards	American Society of Mechanical Engineers with addendum's Safety Code for Elevators and Escalators AMCE A.17.1	Most Recent
33	Accredited Specs and Standards	National Electrical Code (NEC)	Most Recent
34	Accredited Specs and Standards	Elevator Industry Field Employees' Safety Handbook	Most Recent
35	Accredited Specs and Standards	Building Official Code Administration (BOCA)	Most Recent
36	Accredited Specs and Standards	American Society for Testing Materials (ASTM)	Most Recent
37	Accredited Specs and Standards	Institute of Electrical and Electronics Engineers (IEEE)	Most Recent
38	Accredited Specs and Standards	Carpet and Rug Institute (CRI) Green Label Program	Most Recent
39	Accredited Specs and Standards	Carpet and Rug Institute Bronze Seal of Approval	Most Recent
40	Accredited Specs and Standards	Integrated Plant Nutrition Management	Most Recent
41	Accredited Specs and Standards	Green Seal	Most Recent
42	D.C. Code	D.C. Code, Title 10 Parks, Public Buildings and Grounds	Most Recent
43	D.C. Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 19 Amusements, Parks, and Recreation Chapter 7 -Department of Parks and Recreation Chapter I Recreational Use of Public Land	Most Recent
44	Industry Association	American Nursey and Landscape Association Industry Standards and Practices	Most Recent

Item #	Document Type	Title	Version/Date
45	Industry Association	American Seed Trade Association Industry Standards and Practices	Most Recent
46	Industry Standards	American National Standards Institute (ANSI) Standard Specification ASTM Standards on Irrigation Systems	Most Recent
47	Federal Law	U. S. Department of Justice American with Disabilities Act	Most Recent
48	Industry Standards	ASTM Standards Guide for Maintaining Cool Season Turf grasses on Athletic Fields	Most Recent
49	Industry Standards	ASTM Standards Guide for Maintaining Warm Season Turf grasses on Athletic Fields	Most Recent

### C.3 DEFINITIONS & ACRONYMS

- C.3.1.1 Acceptable Level of Maintenance** the process of maintaining or preserving property and or equipment, or the state of being maintained and that level of maintenance, which will preserve the property and or equipment in an unimpaired operating condition. Such level of maintenance is higher than the level where there is the deterioration and/or diminishment of the normal life expectancy.
- C.3.1.2 Acceptance** means that level of maintenance, which preserves property, buildings sites and or equipment in an unimpaired operating condition. Such level of maintenance is higher than the level where there is the deterioration and/or diminishment of the normal life expectancy.
- C.3.1.3 Additional Property Sites** These properties are new properties for which the Department assumed responsibility or otherwise acquired; property that was previously assigned to another Contractor; or a property that a Contractor was not awarded.
- C.3.1.4 Applicable Laws** means all applicable federal and local laws, statutes, codes, ordinances, rules and regulations (whether existing now or subsequently passed, enacted, adopted or amended, at any time, during the term of an award made hereunder).
- C.3.1.5 Approval** means the Department, and/or the District has reviewed submittal, deliverables, or administrative documents (e.g. insurance certificates, etc.), and has determined the documents conform to contract requirement. Department and/or District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.
- C.3.1.6 ASME** refers to the American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.2 Inspectors Manual.

- C.3.1.7** **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.3.1.9** **Basic Services** are services that consist of the recurring contract requirements and the requirements established by the statement of work and related general and administrative functions.
- C.3.1.10** **BOCA** refers to the Building Official Code Administrators
- C.3.1.11** **Common Area(s)** shall have the same meaning as in in real estate or real property law, the "area which is available for use by more than one person". The common areas are those area that are available for common use by all tenants, (or) groups of tenants and their invitees. Specifically, any area not restricted to passer-byers such as officers and or conference rooms.
- C.3.1.12** **RESERVED**
- C.3.1.13** **Contract Term** shall mean, in the case of any particular Contractor, the term of that particular Contractor's Awarded Contract commencing upon the award date, continuing through those option periods (if any) so exercised by DGS, and lasting until its early termination or expiration thereof.
- C.3.1.14** **Contracting Officer (CO)** shall be a business communications liaison between the Department and a Contractor. He or she ensure that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of it supporting Contractor and Subcontractor(s).
- C.3.1.15** **Contractor(s)** means the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Contract.
- C.3.1.16** **Contractor's Obligations** shall mean all of the obligations imposed on the Contractor by this Contract.
- C.3.1.17** **Correction** shall mean the elimination by a Contractor of any deficiency, error and or omission to the services and results provided under this Contract.
- C.3.1.18** **Cost Reimbursement** A contract component where a Contractor is paid for pre-determined and allowed expenses up-to a set limit. For the purpose of this Contract, the Cost-reimbursement component is based on a fixed-price for direct labor hourly rates and the cost of materials provided for specific supplemental services prescribed hereunder.
- C.3.1.19** **Decommissioned** any building, property and or equipment withdrawn from services.
- C.3.1.20** **Defects** is an anomaly in a product and or service defined as a shortcoming, imperfection or lack of standard. For the purposed of this Contract "Defects" are those obstacles that will likely prevent the Contractor from performing fifty percent (50%) or more of the services required at a given site.

- C.3.1.21** **Deficiency** is an anomaly in a product and or service defined as a shortcoming, imperfection or lack of standard. For the purposed of this Contract “Deficiency” are those obstacles that will likely prevent the Contractor from performing fifty percent (50%) or more of the services required at a given site.
- C.3.1.22** **Direct Cost** is a cost that may be calculated and identified directly with a product, function, or activity and that usually involves expenditures for raw materials and direct labor.
- C.3.1.23** **District** means all authorized District of Columbia (DC) Government agencies and their representative having jurisdiction over the any particular equipment, property, building, facility and or land.
- C.3.1.24** **District Furnished Property** means any property in the possession of or directly acquired by the District and subsequently made available to the Contractor to use in the performance of the Contract.
- C.3.1.25** **District Operated Property** means all property occupied, leased or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.26** **District Owned Property** means all property owned or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.27** **District Quality Assurance** means the various functions, including inspections, by the District to determine whether a Contractor has fulfilled the Contract obligations pertaining to cleaning quality and quantity. District Quality Assurance is different from and is not a substitute for Contractor Quality Control.
- C.3.1.28** **Divisions** refers to those “Divisions,” as defined by the Constructions Specifications Institute (CSI), and are numbered therein and refer to the subject matter or trade. These master formats are the national standard for construction specifications. Division can also mean a sub department within a District Agency.
- C.3.1.29** **Electrical** means all building and site systems of the types generally included in Division 16 of the CSI with the exception of Control Systems, Telecommunication Systems, Security Systems, and equipment owned by a servicing public utility.
- C.3.1.30** **Emergency Service Call** A Service Call or other request for service placed outside of Normal Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Working Hours.
- C.3.1.31** **Environmentally Preferable Products (EPP)** means all environmentally preferable products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.
- C.3.1.32** **Extended Cost** means the unit cost multiplied by the number of those items that are being purchased.

- C.3.1.33 Exterior** means all entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.
- C.3.1.34 Facility Inspection** means all scheduled or unannounced but documented inspection of the Facility by the District or the Contractor to monitor level of Contractor delivery of the required services.
- C.3.1.35 Fire Protection Systems** means all systems and equipment installed in the building for the purposes of (i) detecting fires or heat or smoke, (ii) alarming occupants of possible fire, (iii) activating certain emergency responses in other systems and equipment (e.g., Elevator recall, stairwell pressurization), and (iv) suppressing fires. These systems include Electrical, Mechanical, Instrumentation, and Controls components.
- C.3.1.36 Hazardous Materials** "means any waste, substances, radiation or materials whether solids, liquids or gases that are:
- a) hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
  - b) now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;
  - c) present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties; and/or
  - d) polychlorinated biphenyl's (PCBs), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products (including gasoline, crude oil etc.) that pose a hazard to human health, safety, natural resources, industrial hygiene or the environment or otherwise pose an impediment to working conditions."
- C.3.1.37 Hours of Operation** refers to the time period for which the Contractor's staff shall be on site performing services. For the purpose of this Contract, the Contractor's hours of operation shall not extend beyond the timeframe of 7 a.m. and 8:00 p.m. EST in accordance with **Section [C.3.1.73]**.
- C.3.1.38 Hydraulic** means any mechanical system powered by a hydraulic plunger driven by a pump. In the case of an elevator, the plunger pushes the elevator car up from underneath, similar to a lift in an auto service station.
- C.3.1.39 Incident Commander** means the person who constantly manages the situation and has decision-making authority at the building, facility and or District operated property as it relates to incident assessment and evacuation determination. This person shall never leave the scene until the danger to the occupants or facility has passed, and the building is secure or the authorities (first responders – fire and police) have relieved the Incident Commander.
- C.3.1.40 Indirect Cost** is a cost that is associated with a product or service, but not directly attributable to just one product or service.

- C.3.1.41 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.3.1.42 Initial Deficiency List (IDL)** is a list that specifies all building, property and or equipment, components, structures deficient in receiving regular PM, resulting in the need for repairs.
- C.3.1.43 Inspections** is a systematic practice of monitoring, at regularly scheduled interval inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR mandates, etc.
- C.3.1.44 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.3.1.45 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.3.1.46 Mechanical** refers to all Facility and site systems of the types generally included in Division 15 of the CSI, with the exception of equipment owned by a servicing public utility.
- C.3.1.47 NEC** – refers to the National Electrical Code.
- C.3.1.48 NFPA** – refers to the National Fire Protection Association
- C.3.1.49 Normal Working Hours** – is the time period of: 6:00am – 8:00pm.
- C.3.1.50 Offerors** refers to any individuals, business entities or any combinations thereof, submitting a proposal in response to a RFP.
- C.3.1.51 Operational** meaning a facility, building, property and or equipment is functioning as to the specified intent and or by the manufacturer recommendations.
- C.3.1.52 Operations Efficiency Upgrade** means the continual process of using Facility equipment systems to accomplish their function. Operations includes but is not limited to: analysis of requirements and systems capabilities; programming and operating controls and control systems; responding to service calls; touring and observing equipment performance and condition; adjusting equipment; identifying necessary Maintenance and Repairs to equipment; and maintaining lubrication and chemical treatments.
- C.3.1.53 OSHA** – Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place.



- C.3.1.54** **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.3.1.55** **Preventive Maintenance (PM)** means a program of maintenance activities performed on a fixed schedule, or on equipment runtimes, generally in accordance with manufacturers' recommendations with the intent of keeping equipment in reliable operating condition and preventing deterioration.
- C.3.1.56** **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.3.1.57** **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.3.1.58** **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.3.1.59** **Quality Assurance (QA)** means any actions taken in order to ensure services meet Contract requirements.
- C.3.1.60** **Quality Assurance Evaluation** are the methodologies implemented to assess the adequacy of Contractor performance.
- C.3.1.61** **Quality Control (QC)** refers to Contractor developed and implemented safeguards that ensure quality service are provided to satisfy the requirements of the Contract.
- C.3.1.62** **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.3.1.63** **Quality Service Tenant Survey** refers to questionnaires completed by occupants with the objective of ascertaining how the customer and Facility tenants rate Contractor performance.
- C.3.1.64** **Real-time** The actual time during which a process or event occurs. Relating to a system in which input data is processed, so that it is available virtually immediately for feedback.
- C.3.1.65** **Reimbursable Repair** is an act of restoring (where applicable to a particular contract) inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-

deteriorated state. Such a repair usually involves some combination of labor and replacement parts, components, or materials.

- C.3.1.66 Reimbursable Services** means any work performed by the Contractor at the direction of the COTR that is over and above the required Basic Services.
- C.3.1.67 Repair (Major)** refers to any act of restoring deteriorated, inoperable, unusable, uninhabitable and or dysfunctional, facilities, buildings, properties, equipment, systems, or material to a fully functional, non-deteriorated state.
- C.3.1.68 Repair (Minor)** refers to any act of restoring inoperable, dysfunctional, or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Such a repair usually involves some combination of labor and replacement parts, components, or materials.
- C.3.1.69 Response Time** means the time period in which the Contractor, after initial notification by the District, is required to be physically on the premises at the work site, with appropriate tools, equipment, and materials, ready to perform the required Work.
- C.3.1.70 Salesforce** is a cloud-based CRM (Customer Relationship Management) software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements (SLA's) and oversee city-wide facilities work order request, and monitor Contractor's costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a Contractor work performance indicator in annual and quarterly reviews.
- C.3.1.71 Services** - means the performance, workmanship, and material furnished or utilized in the accomplishment, execution, or resolution of a Service Call.
- C.3.1.72 Scheduled Maintenance** means those maintenance or repairs to equipment or systems that occur as a part of the regular preventive maintenance schedules.
- C.3.1.70 Service Call** means a response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the Contract is inoperable, dysfunctional or deteriorated, or that performance standards of the Contract are not being met. The Service Call response involves analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. A Service Call can be either an Emergency or Non-Emergency Service Call.
- C.3.1.71 Service Cycles** means those established periods of which the Contractor shall provide the periodic maintenance services on the set cadence prescribed by the COTR and or as modified under the Contract.
- C.3.1.72 Specifications** means the section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.

- C.3.1.73 Standard Working Hours** DGS is a 24hr operation and the Department's Standard Working Hours are the time period of: 6:00 a.m. – 8:00 p.m. EST. For the purpose of this Contract, services shall be provided between the hours of 7 a.m. and 8:00 p.m. in accordance with the District Noise Ordinance.
- C.3.1.74 Strike Contingency Plan** is an established strike prevention plan that outlines or references positive elements intended to prevent work stoppages. The plan will also establish a specific guidance to supervisors and management officials regarding responsibilities with a work stoppage is threatened or occurs.
- C.3.1.75 Supplemental Services** refers to those planned and or unplanned services that fall outside the defied Basic and or Standard Services.
- C.3.1.76 Tour** means any scheduled or unscheduled visits to equipment rooms and installations by operating personnel for the purpose of assuring that equipment is running properly, that equipment rooms are in good order and without any potential hazards.
- C.3.1.77 Unscheduled Maintenance** refers to maintenance or repairs to properties, buildings, items, equipment and or systems that occur as a result of an observation of defect, malfunction, or failure.
- C.3.1.78 Wage Determination** A wage determination is a listing of wage rates and fringe benefit rates for each labor category of workers which the U.S. Department of Labor has determined to be prevailing in a given area. It establishes standards for wage rates and safety and health protections for employees performing work on covered Government contracts.
- C.3.2 Acronyms** **The following are acronyms used for the purpose of this solicitation:**
- C.3.2.1 ANSI** American National Standards Institute
- C.3.2.2 ASME** American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.2 Inspectors Manual.
- C.3.2.3 ASTM** American Society for Testing Materials
- C.3.2.4 BAS** Building Automation System
- C.3.2.5 BLRA** refers to the DCRA’s Business Licensing Regulation Administration
- C.3.2.6 BOCA** Building Official Code Administrators
- C.3.2.7 BOP** Building Operating Plan
- C.3.2.8 CERP** Contractor’s Emergency Response Plan
- C.3.2.9 CMMS** Computerized Maintenance Management System
- C.3.2.10 CO** Contracting Officer

<b>C.3.2.11</b>	<b>COOP</b>	Continuity of Operations Plan
<b>C.3.2.12</b>	<b>COTR</b>	Contracting Officer’s Technical Representative
<b>C.3.2.13</b>	<b>DCMR</b>	District of Columbia Municipal Regulations
<b>C.3.2.14</b>	<b>DCPS</b>	District of Columbia Public Schools
<b>C.3.2.15</b>	<b>DCRA</b>	Department of Consumer and Regulatory Affairs
<b>C.3.2.16</b>	<b>DGS</b>	Department of General Services
<b>C.3.2.17</b>	<b>DPR</b>	Department of Parks and Recreation
<b>C.3.2.18</b>	<b>DSLBD</b>	DC Department of Small and Local Business Development
<b>C.3.2.19</b>	<b>EMCS</b>	Energy Management Control Systems
<b>C.3.2.20</b>	<b>EPA</b>	Environmental Protection Agency
<b>C.3.2.21</b>	<b>IDL</b>	Initial Deficiency List
<b>C.3.2.22</b>	<b>M&amp;V</b>	Measurement & Verification
<b>C.3.2.23</b>	<b>MSDS</b>	Material Safety Data Sheet
<b>C.3.2.24</b>	<b>NEC</b>	refers to the National Electrical Code.
<b>C.3.2.25</b>	<b>NEMA</b>	National Electrical Manufacturers Association
<b>C.3.2.26</b>	<b>NETA</b>	National Electrical Testing Association
<b>C.3.2.27</b>	<b>NFPA</b>	National Fire Protection Association
<b>C.3.2.28</b>	<b>NIOSH</b>	National Institute for Occupational Safety and Health
<b>C.3.2.29</b>	<b>OM&amp;R</b>	Operations, Maintenance, and Repair
<b>C.3.2.30</b>	<b>OSHA</b>	Occupational Safety and Health Administration (OSHA) is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the work place
<b>C.3.2.31</b>	<b>PBS</b>	Public Buildings Maintenance Guides and Time Standards
<b>C.3.2.32</b>	<b>Pd.M.</b>	Predictive Maintenance
<b>C.3.2.33</b>	<b>PM</b>	Preventive Maintenance

C.3.2.34	PPE	Personal Protective Equipment
C.3.2.35	PSPD	Protective Services Police Division
C.3.2.36	QA	Quality Assurance
C.3.2.37	QAP	Quality Assurance Protocol
C.3.2.38	QC	Quality Control
C.3.2.39	QCP	Quality Control Program
C.3.2.40	SCP	Strike Contingency Plan

## C.4 BACKGROUND

The Department is the lead agency responsible for the management and maintenance of District government real property assets. DGS is committed to improving the quality and appearance of its real property assets including the Property Sites, inside and out. In addition, the Department provides management, maintenance, engineering, janitorial and exterior grounds maintenance and related services for over eight hundred fifty (850) District owned, leased and vacant properties. These properties include municipal buildings, schools, parks and recreation centers, warehouses, residential facilities, and vacant schools and properties. As a service-providing agency, positive customer service and rapid response and resolution to tenant issues, projects, and service requests are paramount to the Department’s operation, mission and values.

## C.5 GENERAL SCOPE OF SERVICES REQUIREMENTS

### C.5.1 Qualified Personnel

*The Contractor shall provide qualified personnel to perform the necessary work and provide adequate on-site supervision. To the extent applicable and required that all such work shall be performed by duly licensed personnel. Any work that may be completed by an apprentice/helper will be allowed only under the direct supervision of a qualified technician. Contractor will be required to maintain evidence that such work was performed by licensed personnel and shall provide such evidence to the Department upon request. Evidences may include but is not limited to individual applicable Department of Consumer Regulatory Affairs (“DCRA”) issued license for such trades as Master Electrician, Master Plumber, Carpenter, and Masons.*

### C.5.1.1 Response Time

The Contractor shall be physically on the premises at the work site with appropriate tools, equipment, and materials ready to perform the work required. All work must be performed with the least possible disruption to each facility’s operations and coordinated with the facility representative and/or other site

### C.5.1.1.1 Standard Response Time

The Contractor must respond within three (3) hours by telephone and seventy-two (72)-hours, on site as scheduled with the COTR.

#### **C.5.1.1.2 Emergency Response Time**

The Contract's work may also include, from time to time, Services that require response within two (2)-hours. These instances would primarily include response to emergency situations that present an immediate health or safety risk and/or impairs building or programmatic operations.

#### **C.5.2 Cost Structure**

The Contractor shall prepare an estimate of the costs necessary to address a Service Request(s) once it has been identified by the Department in the format of either Time and Material or Lump Sum. The decision as to which of these two (2) pricing methods shall be used for any particular assignment shall be made by the Department in its sole and absolute discretion. This estimate shall be forwarded to the Department and shall include a detailed cost estimate, a description of the problem, and corrective work required. Estimates/Quotes shall be substantially in form of *Attachment J.15 – Form of Quote*. The Contractor(s) shall not proceed with any work unless and until such estimate is approved by the Department and a Task Order.

#### **C.5.2.1 Time and Material**

The Department can request an estimated price for the Contractor to perform the work on a time and materials basis in accordance with the hourly rates as identified in *Attachment J.12 – Price Schedule/Compensation*.

#### **C.5.2.3 Time**

The Contractor shall be paid the applicable firm-fixed hourly labor rates as identified in *Attachment J.12* based on the actual number of hours worked. The hourly rates incorporated into the Contract shall be the Contractor's sole compensation for all costs other than the cost of parts and or materials and shall apply regardless of whether the work is self-performed or performed by subcontractors. By way of example and without limiting the generality of the foregoing, it is understood that the hourly rates shall be sufficient to cover *all of the costs necessary* to provide services including, but not limited to, all labor, supplies, permits, tools, vehicles, transportation, lifts, travel to and from work sites, per diem, subcontractor costs, and all else necessary to perform the work described hereunder including the applicable year-over-year changes in wages attributed to market variables of the US Department of Labor Wage Determination, US Department of Labor Davis-Bacon Act and the D.C. Living Wage increases.

#### **C.5.3.3 Materials**

All materials, supplies and or parts provided to the District pursuant to a Task Order issued in accordance with the Ordering Clause **Section [G.10]**, shall be furnished to the District at cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the trade work, including, without limitation, costs of transportation and handling. All Material and Supplies shall be furnished to the District at Contractor cost; the District will not accept any mark-up on the purchase of such materials and supplies.

#### **C.5.3.4 Permitting**

The Contractor is responsible for all necessary permits (as required and in accordance with Section 105.1.6 Electrical, Mechanical, Plumbing and Fuel work pursuant to D.C. Official Code § 47-

2853.01 et seq. (2012 Repl.)), fees and licensing. Fees for such permits and inspections shall be submitted with Task Order Quote.

**C.5.4**        **RESERVED**

**C.5.5**        **Key Personnel Responsibilities**

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.5.5.1**      **Project Manager/Coordinator:**

The Contractor shall assign a Project Manager as the main point of contact, whom is available twenty-four hours (24) a day, seven (7) days a week. The PM shall be responsible for providing response to the COTR related to Service Request updates, and contract administration related task and issues.

**C.5.5.2**      **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.5.5.3**      **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, hold and maintain as applicable licenses and are properly screened and badged as per **Section [C.5.5.2] and [H.10]**. To this end, all subcontractors shall be held to the same level of scrutiny as the prime.

**C.5.5.4**      **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.4.3] 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.5.6**        **Working Procedures**

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

#### **C.5.6.1 Service Request and Records**

Pursuant to the Contractor Officer issuing a fully executed bilateral task order, the COTR will manage all Contractor's Service Requests via the Work Order System otherwise known as Salesforce, with possible exceptions during facility emergencies which may be directed to the Contractor's designated point of contact as required in **Section [C.5.5.1.]** Anytime an emergency is dispatched to a Contractor outside of the Work Order System/SalesForce, a Service Request will be issued to the Contractor within twelve (12)-hours for Contractor completion. The Contractor's Response Time will be determined by the COTR in accordance with **Section [C.5.2]**

#### **C.5.6.2 Service Request Completion**

Within one (1) business day after completion of each Service Request, the Contractor shall update the Work Order System/SalesForce to confirm completion in accordance with the Work Order System completion procedures to be distributed post award.

#### **C.5.6.3 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.5.6.4 Work Order System Licenses and Technology**

The Contractor will be required to maintain a license to the Work Order System/SalesForce, a Work Order System email address and at least one smart phone with access to the Work Order System/SalesForce mobile application. The Contractor will be required to maintain the ability to provide photographic and video evidence of Service Request completion which shall be uploaded in the Work Order System/SalesForce as evidence of completion of work. Failure to comply with this requirement will result in the denial of payment for the subject invoice until such time as the requirement is fulfilled.

#### **C.5.7 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.

#### **C.5.8 Permitting**

Unless otherwise directed by the Department, it is understood that the Contractor shall be required to secure and pay for any and all permits, governmental fees, licenses and inspections necessary for the execution and completion of the Services. The Department shall cooperate with the Contractor in securing such permits, licenses and inspections and the fees for such permits and inspections shall be included in the fully loaded hourly rates, in accordance with **Section C.5.3.4**

#### **C.5.9 Site Safety and Clean Up**

The Contractor shall be required to: (i) provide a safe and efficient site, with controlled access, including the installation and provision of such safety barricades, enclosures and protection as may be required by the Department. In addition, ensure a safe workplace in accordance with OSHA standards or other applicable law. At the end of the service the Contractor shall remove all such



safety devices and leave the site in broom-clean condition; and (ii) be responsible for the security of its tools, equipment and materials that are stored at the site.

### **C.5.10 Equipment Warranties**

As part of the replacement program for building systems, the Department will receive one-year and extended warranties on parts, equipment systems and workmanship. Warranties begin on the date of warranty approved installation. The Contractor shall upload warranty documentation and manufacturer provided technical manuals into Work Order System/SalesForce at the time of completion. Invoices will not be processed if equipment warranty information is not provided.

#### **C.5.10.1 Parts, Material and Supplies**

All parts, materials and or equipment shall be new, factory manufactured, brand name and or equal. All replacement units, parts, components and materials shall be the most current and compatible with the existing equipment and shall be of equal or better quality than original equipment. Such replacement parts, and or equipment shall comply with all applicable Government, commercial or industrial standards stipulated by but not limited to the following governing bodies:

- National Board of Underwriters
- Underwriters' Laboratories, Inc.
- National Board of Fire Underwriters
- National Electrical Manufacturer's Association
- American Society of Mechanical Engineers

The Contractor shall retain the parts replaced for at least ten (10) working days after completion of the job and make these parts readily available for inspection by the COTR upon request. When disputes arise concerning material, equipment, and components selected for work items already accomplished, the Contractor shall, at no cost to the Department, remove, replace, and/or rework material, equipment, and components so that compliance with the Department's requirements are satisfied.

### **C.6.3 Salesforce**

The Contractor shall utilize the District's "SalesForce" system as described in **Section [C.3.1.67]**. The "SalesForce" service call system will allow Department personnel to electronically record and request services in order for the Contractor to address and resolve Deficiencies. The Department requires that the Contractor uses the Salesforce Customer Relationship Management (CRM) for reviewing assigned work requests, reporting on work request statuses and completion, and submitting cost proposals for review. Salesforce training is available, and the Contractor shall schedule training by calling (202) 698-7744 and/or emailing [sales.force@dc.gov](mailto:sales.force@dc.gov). Additional access to technical support is available during normal business hours (8:30 AM – 5:00 PM, Monday through Friday) through the Salesforce helpline (202) 698-7744.

## SECTION D PACKAGING AND MARKING

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

## SECTION E INSPECTION AND ACCEPTANCE

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

## SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 TERM OF CONTRACT

**F.1.1 Base Term Period of Performance:** The Base Term of the awarded Contract shall be from the date of award through September 30, 2020.

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

### F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

**F.2.1** The Department may unilaterally extend term of this Contract for a period of four (4), one (1) year Option Period(s) (“OP”), or successive fractions thereof, by written notice to the Contractor(s) before the expiration of the Contract; provided that the Department will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the Department to an extension. The exercise of any OP is subject to the availability of funds at the time of the exercise of the OP. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the Contract.

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

<u>Option Year</u>	<u>Period of Performance</u>
OP1	01-October-2020 thru 30-September-2021
OP2	01-October-2021 thru 30-September-2022
OP3	01-October-2022 thru 30-September-2023
OP4	01-October-2023 thru 30-September-2024

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

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

**F.2.4** The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total

term specified and provides justification for using a sole source modification in accordance with Chapter 47 of Title 27 of the DCMR.

**F.2.4.1** The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.

**F.2.5** During any option year, Contract requirements and deliverables remain the same as those of the base year unless changed by way of a Contract Modification issued by the Contracting Officer.

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

**F.3 DELIVERABLES**

**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 30<sup>th</sup> 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](mailto: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.232.6** 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** 3<sup>rd</sup> day after the required payment date for meat or a meat food product;

**G.6.1.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.2.3** 15<sup>th</sup> 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** 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.9.2.2.3** 15<sup>th</sup> 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 14<sup>th</sup> Street N.W. | 8<sup>th</sup> Floor  
Telephone: (202) 727-2800  
E-mail: [franklin.austin@dc.gov](mailto: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: *The COTR will be determine based on the discipline listed Section 3.1.1 and location.*

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

**G.9.3** The COTR/CA shall NOT have the authority to:

1. Award, agree to, or sign any Contract, delivery order or task order. Only the CO shall make Contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the Contract;
3. Increase the dollar limit of the Contract or authorize work beyond the dollar limit of the Contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the Contract.

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

**G.10 ORDERING CLAUSE**

**G.10.1** Any supplies and services to be furnished under this Contract must be ordered by issuance of delivery orders or Task Orders by the Contracting Officer in the form of ***Attachment J.14 – Form of Task Order***. Such orders may be issued during the term of this Contract. 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** The Department reserves the right in its sole discretion to compete services hereunder through the issuance of a Request for Task Order Proposal(s) (“RFTOP”) to any two (2) or more of the awarded Contractors holding an IDIQ Contract for On-Call Facility Maintenance and Repair Services if deemed in the best interest of the District. Each RFTOP shall specify at a minimum and be substantially in the form of ***Attachment J.13 – Form of RFTOP***:

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

**G.10.2.1** Subsequent award(s) will be awarded as individual Task Order(s) resulting from the issuance of a RFTOP based on criteria established in the RFTOP which are applicable for the District’s goals. In addition, the Department reserves the right to consider non-price factors when making evaluating proposals.

- G.10.2.1.1** There is no limit or maximum on the number of orders/Task Orders that may be issued. The Department may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel a Task Order(s).
- G.10.2.1.2** The Ordering Maximum values identified in **Section [B.3.1.1.]** are *non-guaranteed* estimated ordering maximums and is not a representation of the Districts intent to order up-to or the ordering values that will be required within any give Contract Period, or that conditions affecting the requirements, will be stable or normal. Contractors are only guaranteed the stated minimum ordering value of Two-hundred, Fifty Dollars (\$250.00) during a Contract Period.
- G.10.2.1.3** Any order(s) issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the individual order(s). The Contract shall govern the Contractor's and Department's rights and obligations with respect to any and all order(s) to the same extent as if the order(s) were completed during the Contract's effective period
- G.10.3** All delivery orders or Task Orders are subject to the terms and conditions of this Contract. In the event of a conflict between a delivery order or Task Order and this Contract, the Contract shall control.
- G.10.3.1** The Contracting Officer may establish Contract delivery or performance schedules on the basis of Contracts containing indefinite delivery provisions (such as term Contracts or federal supply schedules), a specific time for delivery and or performance of services after receipt by the Contractor of each individual Task Order issued under the Contract, thus the Period of Performance established by the individual Task Order shall prevail.
- G.10.3** If mailed, a Delivery Order or Task Order is considered "issued" when the Department deposits the order in the mail. Orders may be issued by facsimile or all other electronic commerce methods (e.g. email).

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

**H.2.1** The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.: 15, dated 23-December-2019*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as **Attachment J.2**. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

**H.2.2** The Contractor may also be bound by the **Davis Bacon No. DC 20200002, dated 03-January-2020** issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as **Attachment J.2**. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Article 25 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

### H.3 PREGNANT WORKERS FAIRNESS

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

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy,

childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

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

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

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

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

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

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

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

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

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

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

## **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.4.2** The Contractor shall not:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **H.6 AUDITS AND RECORDS**

**H.6.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.6.2** **Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable Contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, offices or other facilities or parts of them, engaged in performing the Contract.

**H.6.3** **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a) The 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**                      **CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

- H.8.1** A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for all employees assigned to provide services at the DYRS YSC facility
- H.8.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for all employees assigned to provide services at the DYRS YSC facility.
- H.8.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.8.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.8.5** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
  - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
  - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
    - Murder, attempted murder, manslaughter, or arson;
    - Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
    - Burglary;
    - Robbery;
    - Kidnapping;
    - Illegal use or possession of a firearm;
    - Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;

- Child abuse or cruelty to children; or
  - Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

**H.8.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.8.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.8.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

**H.8.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

**H.8.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

- H.8.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.8.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.8.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.8.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.8.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the Contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.8.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.8.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this Contract for current employees and unsupervised volunteer in the positions listed in **Sections [H.8.1] and [H.8.2]**.
- H.8.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.8.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.8.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.8.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

**H.9 SUBCONTRACTING REQUIREMENTS**

## **H.9.1**      **Mandatory SubContracting Requirements**

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

**H.9.1.2**      If there are insufficient SBEs to completely fulfill the requirement of **Section [H.9.1.1]**, then the subContracting may be satisfied by subContracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subContracting work.

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

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

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

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

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

## **H.10**      **FAIR CRIMINAL RECORD SCREENING**

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

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

- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
  - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
  - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
  - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor
- H.11** **DISTRICT RESPONSIBILITIES**  
The District will be responsible for the following regarding this Contract:
- H.11.1** Assigning and monitoring the vendor's completion of their scheduled site duties.
- H.11.2** The District will provide access to and training on the Salesforce Work order Ticket system.
- 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**
- For each Task Order valued at One Hundred Thousand Dollars (\$100,000) or more as applicable, the Contractor shall, at the time the Task Order, as applicable, is executed, provide to the Department a payment bond and performance bond, each with a penal sum equal to the Contract Sum of the Task Order, as applicable. Such bond shall remain in full force and effect until Final Completion is achieved and the Department shall be able to draw upon such bond regardless of the amount paid by the Department to the Contractor, even if such amount exceeds the penal value of such bond.
- H.12.9.2.2** All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties.

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

## **I.11 RIGHTS IN DATA**

### **A. Definitions**

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

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

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

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

### **B. Title to Project Deliverables**

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

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

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

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

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

**D. SubContractor 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 14<sup>th</sup> Street N.W. | 8<sup>th</sup> Floor  
Telephone: (202) 727-2800  
E-mail: [franklin.austin@dc.gov](mailto: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
<b>J.1</b>	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
<b>J.2</b>	U.S. Department of Labor Wage Determination 2015-4281, Revision 15 Dated 23-December-2019 and Davis Bacon DC20200002, Dated 03-January-2020
<b>J.3</b>	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
<b>J.4</b>	Bidder/Offer Certification
<b>J.5</b>	Department of Employment Services First <sup>(1st)</sup> Source Employment Agreement
<b>J.6</b>	Department of Employment Services First <sup>(1st)</sup> Source Employment Plan
<b>J.7</b>	DSLBD SBE SubContracting Plan Form <i>(as required by law)</i>
<b>J.8</b>	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
<b>J.9</b>	Tax Certification Affidavit
<b>J.10</b>	<i>RESERVED [Intentionally Omitted]</i>
<b>J.11</b>	Form of Invoice
<b>J.12</b>	Price and Cost Schedules/Compensation and Property List by Aggregate Award Group –
<b>J.13</b>	Form of Request for Task Order Proposal
<b>J.14</b>	Form of Task Order
<b>J.15</b>	Form of Contractor Quote
<b>J.16</b>	Offeror’s Past Performance Evaluation Form
<b>J.17</b>	<i>RESERVED [Intentionally Omitted]</i>
<b>J.18</b>	<i>Payment and Performance Bond</i>
<b>J.19</b>	<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 for each Aggregate Award Group in **Section [B.3.1.1]**, which you wish to be considered for award in accordance with **Section [L.3]**, of the written proposals. Proposals shall be separated into two (2) parts; individually tabulated in three (3)-ring binders titled "Technical Proposal" and "Price Proposal(s)." Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper, double-sided and three-hole punched. The official name of the firm submitting the proposal must appear on the outside front cover of each binder. Telephonic, telegraphic, and facsimile proposals will not be accepted:

- Proposals shall be submitted in a sealed envelope/package conspicuously marked: "***Proposal in Response to Solicitation No. DCAM-20-NC-RFP-0013 On-Call Facility Maintenance and Repair Services***" in two (2) parts **and clearly indicate the Aggregate Award Group** :

(1) **DCAM-20-NC-RFP-00013 *Technical Proposal*** – On-Call Facility Maintenance and Repair Services; and

(2) **DCAM-20-NC-RFP-00013 *Price Proposal(s)*** – On-Call Facility Maintenance and Repair Services.

- a. Each **Technical Proposal** must be organized and prepared as follows:
  - i. Table of Contents;
  - ii. each page of the proposal must be numbered consecutively;
  - iii. Proposals shall be typewritten in 12-point font size;
  - iv. on 8.5" by 11" recycled content bond paper;
  - v. submitted in a three (3)-ring binders;

- vi. with each section separated by tabs (i.e., Past Performance; Relevant Experience; and Project Team Qualifications and Resumes; and Management Plan);
- vii. the official name of the firm submitting the proposal must appear on the outside front cover of each binder;

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

i. Completed Price Schedule substantially in form of **Attachment J.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 1<sup>st</sup> Source Agreement – **Attachment J.5**

iv. DOES 1<sup>st</sup> 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, January 22, 2020 at 12:00 p.m. in the Frank Reeves Municipal Facility located at 2000 14<sup>th</sup> Street, N.W. in 2<sup>nd</sup> Floor Community Room.** Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

*Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than Monday, January 27, 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](mailto: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** 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, February 12, 2020,*** to the *8<sup>th</sup> Floor Receptionists of the Frank D. Reeves Municipal Building located at 2000 14<sup>th</sup> 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 4<sup>th</sup> 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 14<sup>th</sup> Street N.W. | 8<sup>th</sup> Floor  
Telephone: (202) 727-2800  
E-mail: [franklin.austin@dc.gov](mailto: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. **Project Manager (PM):** shall serve as the Contractor’s primary point of contact and shall maintain overall responsibility for the successful completion of all Services. The PM shall have (i) a minimum of three (3) years of experience in the delivery of facility maintenance and repair 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. The PM shall be proficient in writing and speaking English.
2. **Field Supervisors/Crew Leaders:** shall have a minimum of three (3) years of experience with providing facility maintenance and services similar in nature, scope and complexity as the Services described herein.
3. **Dispatcher:** shall serve as the COTR’s primary point of contact for dispatching crews and equipment. This person shall have (i) a minimum of two (2) years of experience of

dispatching crews and equipment providing facility maintenance and repair services similar in nature, scope and complexity as the Services described herein, or (ii) possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. This individual shall be proficient in writing and speaking English.

***L.22.2***

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

## SECTION M EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

#### M.2.1 The Technical Rating Scale is as follows:

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

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

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

### M.3 EVALUATION CRITERIA

The Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this RFP for On-Call Facility Maintenance and Repair. 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.

<b>TECHNICAL EVALUATION FACTORS</b>	<b>POINTS</b>
<b>Factor A:</b> Relevant Experience and Past Performance of Contractor and its Team	30
<b>Factor B:</b> Relevant Experience of the Contractor’s Proposed Key Personnel & Staffing	30
<b>Factor C:</b> Daily Operations Management Plan	20
<b>TOTAL MAXIMUM TECHNICAL POINTS ALLOWABLE</b>	<b>80</b>

##### M.3.1.1 **Relevant Experience and Past Performance of the Contractor and its Team (30 points)**

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

The past performance assessment will assess the confidence in the offeror’s/joint venture member’s ability (which includes, if applicable, the extent of its critical subContractors’ involvement) to successfully accomplish the proposed effort based on the offeror’s demonstrated present and past work record. A critical subContractor is defined as any subContractor providing

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

**M.3.1.2 Relevant Experience of the Contractor's Proposed Key Personnel & Staffing (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)* the Project Manager, the Field Supervisors/Crew Leaders and the Dispatcher as contemplated by **Section [L.22.1.]** hereof; and *(ii)* resumes for each other key staff member on the team, detailing each person's role, relevant experience, and anticipated workload during the Contract Term and *(iii)* valid copies of all applicable licenses and certifications of its personnel by which is required to perform the services described herein.

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

**M.3.1.2.1.1** The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work required under the Contract. Their resumes shall be included.

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

dispatching crews and equipment providing facility maintenance and repair services similar in nature, scope and complexity as the Services described herein, or (ii) possess significant experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions. This individual shall be proficient in writing and speaking English.

### **M.3.1.2 Daily Operations Management Plan (20 points)**

Offerors are required to submit a Daily Operation Plan along with their proposals. This Plan shall clearly explain and outline the Offerors management approach, detailing how they will facilitate services across the large property portfolio taking into consideration the volume of work contemplated and the service standards required. It should clearly demonstrate its knowledge and expertise in providing facility maintenance 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 workers will be available.
  - b. How the Offerors Key Personnel will manage and coordinate with the Department on all services requirements, but periodic and supplemental.
  - 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.
  - d. Shall include an organization chart that described the staffing plan including all proposed staff.
- (ii) **Vehicle, Equipment & Supplies** description and availability to the Offeror, along with a description of where equipment and supplies will be stored for ease of deployment;
  - a. An acceptable plan will describe an effective process its controls set to safeguard and expedite from receipt of a government order to delivery. The plan must include all elements necessary and the times associated with meeting the government's requirements per the SOW.
- (iii) **Quality Control Plan (QCP)**, as must identify an acceptable approach and those actions employed to ensure compliance with product quality and control standards in the SOW. Describe in detail how the Contractor will assure the task are complete timely and to the service level standards identified in the SOW. Provide effective measures for HAZMAT handling and procedures that demonstrate compliance with federal, state, and local laws and regulations; and procedures that are tailored to support these services in accordance with the overall SOW. 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 as outlined in **Section [C.5]**.

- (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 supplemental service request and or complaints regarding service. The customer service plan shall also address how the offeror will ensure the availability of crews, timely completion of Salesforce ticket close out procedures and the Contractors overall methodology and approach to provide world-class customer service.

**M.3.2 PRICE CRITERION 20 Points Maximum**

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

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

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

**M.3.4 TOTAL POINTS 112 Points Maximum**

<b>TOTAL AVAILABLE EVALUATION POINTS</b>	<b>POINTS</b>
<b>Technical Evaluation Pursuant To Section M.3.1</b>	80
<b>Price Evaluation Pursuant to Section M.3.2</b>	20
<b>Preference Points Awarded Pursuant to Section M.3.3</b>	12
<b>TOTAL POSSIBLE MAXIMUM EVALUATION POINTS</b>	<b>112</b>

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.