

AWARD/CONTRACT

1. Caption

Fire Alarm Systems/Apparatus(S)
Inspection, Maintenance And Repair
Services

Page of Pages

1 96

2. Contract Number

DCAM-21-NC-RFP-0002

3. Effective Date

See Block 18

4. Requisition/Purchase Request/Project No.

5. Issued By: Franklin Austin, CPPB, CPM

Code

Department of General Services
Contracts and Procurement Division
2000 14th Street, 8th Floor
Washington, DC 20009

6. Administered by (If other than line 5) Domonique L. Banks, Contract Specialist

Department of General Services
Contracts and Procurement Division
2000 14th Street, 8th Floor
Washington, DC 20009

8. Name and Address of Contractor (No. street, city, county, state and Zip Code)

8. Delivery

☐ FOB Origin

Other (See Schedule Section F)

9. Discount for prompt payment

Net thirty (30) Days

10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)



Item 6

Code Facility

11. Ship to/Mark For

Code

12. Payment will be made by

Code

Government of the District of Columbia

13. Acknowledgement of Amendments

The Offeror acknowledges receipt of amendments to the Solicitation

X
Signature

14. Accounting and Appropriation Data

ENCUMBRANCE CODE:

15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
0001 – 0227	Assessment, Inspection, Testing and Maintenance Services	12	MONTHLY		
0228 – 0243	Time & Material Repair Services	TBD	HOURLY		

TOTAL AMOUNT OF CONTRACT

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PROCUREMENT SCHEDULE

ISSUE DATE	WEDNESDAY, JULY 1, 2020
PRE-PROPOSAL CONFERENCE	WEDNESDAY, JULY 8, 2020 AT 2:00 P.M. EST WEBX WEBINAR: [MEETING NO.]: 160 585 4162 [PASSWORD]: G7Gw3pQQUD3 DGS DCAM-20-NC-RFP-0004 Pre-proposal WebX
SITE-VISITS	SECTION [L.5.3] SCHEDULED DATE/TIME FOR TARGETED FACILITY SITE VISIT THURSDAY JULY 9 TH and FRIDAY JULY 10 TH
QUESTIONS	SECTION [L.6] WEDNESDAY, JULY 15, 2020
PROPOSAL CLOSING DATE	SECTION [L.7] FRIDAY, JULY 31, 2020 AT 2:00 P.M. ELECTRONIC SUBMISSION VIA EMAIL: KEITH.GILES@DC.GOV

Contracting Officer will complete Item 17 or 18 as applicable

17. ☒ **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return copies to issuing office.) 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. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number **DCAM-21-NC-RFP-0002** including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name and Title of Signer (Type or print)

20A. Name of Contracting Officer

19B. Name of Contractor

19C. Date Signed

20B. District of Columbia (Signature of Contracting Officer)

20C. Date Signed

Government of the District of Columbia

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 (the “Department” or “DGS”) Division of Contracts and Procurement (“C&P”) (collectively the “District”) is issuing this Request for Proposal (“RFP”) to engage up to two (2) Contractors to provide ***Fire Alarm Systems/Apparatus(s) Inspection, Maintenance & Repair Services*** at various District owned and or operated facilities.
- B.1.1** The Department intends to award two (2) Contracts (one (1) Contractor for each Aggregate Award Group and one (1) Aggregate Award Group per Contractor); however, the Department reserves the right to award more than one (1) Contract to a single Contractor if in the best interest and determined to be most advantageous to the District.
- B.1.1.1** Interested Offerors are permitted to submit proposal to perform services for one (1) and or both Aggregate Award Groups. Offerors **shall** bid on all Contract Line Items (CLIN’s) including such CLIN’s identified for the Base Period and all Option Periods under each Aggregate Award Group of which they submit a proposal.
- B.1.1.2** Offeror’s failure to complete the price schedule(s) for **all** CLIN’s under the specific Aggregate Award Group (as prescribe herein), covering all option periods, shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award. For the complete submission and evaluation criteria please refer to **Sections [L] and [M]** of this solicitation.
- B.1.2** The awarded Contractor(s) shall provide all supervision, labor, materials, tools, supplies, vehicles, lifts, equipment and transportation to ensure effective performance of services as prescribed herein for a base period (“Base Period”) and up to four (4) additional, one (1) year option years (each an “Option Period”). However, in no event shall the Base Period and all Option Years total more than five (5) years.
- B.2** **TYPE OF CONTRACT**
The District contemplates the award of multiple Fixed-Price type Contracts in accordance with **Title 27 DCMR Chapter 47, 4712 and Chapter 23, 2402 FIXED-PRICE CONTRACTS**, with repair services performed on a **TIME-AND-MATERIAL** basis in accordance with **Title 27 DCMR Chapter 47, 4716 and Chapter 23, 2420**.
- B.2.1** The Fixed-Price Contracts resulting from this RFP shall contain the following types of price and cost components:
- a)** Inspection, Preventative Maintenance and Assessment type services shall be Firm-fixed monthly rates for fire alarm systems/apparatus(s) in Aggregate Group A and Aggregate Group B. **All services under the firm-fixed monthly rates, are all inclusive and shall be provided in accordance with the service level agreements and standards governed by the National Fire Protection Agency**

(NFPA) 25 guidelines or most current as amended and the Scope of Work Section [C].

- b) Equipment/Apparatus(s) repairs type services shall be firm fixed direct hourly labor rates.
 - (i) Firm-fixed Direct Hourly Labor Rates for repair services, on a Time and Materials basis provided pursuant to the established ordering ceiling limits as fully defined in Section [B.2.2] and [B.4.2.1]. *Cost of all materials, parts and or supplies shall be furnished to the District “at cost” in accordance with the most current RSMeans cost estimating data. The District will not grant or accept any mark-ups of the Contractor’s materials and supplies furnished under this Contract.*

B.2.2 The Firm-Fixed Price type Contracts awarded pursuant to this Request for Proposal (“RFP”) shall include pricing as defined by the two (2) categories describe in **Section [B.2]**, (i) firm-fixed, flat monthly rates for fire alarm equipment inspection, preventative maintenance and assessment type services priced per property as identified under each Aggregate Award Group (Aggregate Award Group A and Aggregate Award Group B) and (ii) Repair type Services, of which the Contractor(s) will receive compensation on a Time and Materials basis. All approved repair services shall be calculated pursuant to the firm-fixed direct hourly labor rates (x) the approved total hours = total labor cost (+) approved itemized material/supply cost.

B.2.2.1 Cost of all parts, materials and or supplies shall be furnished to the District “at cost”. Cost shall be defined in accordance with the established reasonable rates as defined by the most current RSMeans cost estimating data. **The District will not grant or accept any mark-ups on the Contractor’s materials and supplies.**

B.3 AGGREGATE GROUP OR INDIVIDUAL ITEM

The awarded Contractors shall perform the required services for all properties listed under each of the following Aggregate Award Groups, as defined in **Attachment J.12A & J.12B**.

Aggregate Award Groups

- Group A** Fire alarm systems/apparatus(s) Assessment, Inspection, Preventative Maintenance and Repair
(District of Columbia Public Schools (“DCPS”), Department of Parks and Recreation (“DPR”))
- Group B** Fire alarm systems/apparatus(s) Assessment, Inspection, Preventative Maintenance and Repair
(Fire Emergency Medical Services (“FEMS”), Metropolitan Police Department (“MPD”), Municipal Facilities, Shelters and Senior Wellness Centers)

B.4 PRICE - COST SCHEDULES

The Firm-fixed rates both monthly and time and materials, for assessment, inspection, testing, maintenance, and repair type services shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover all of the service requirements including, but not limited to, all labor, supplies, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, overhead and profit tied to the Contractor's firm, fixed price rates (*excluding any overhead and profit tied to the Contractor's materials, parts and supplies, which shall be prohibited as noted in Section [B.2.1(b)(i)] above*), insurance coverage and provisions as required in **Section [I.14]**, as well as all applicable year-over-year service cost increases due to market variables and any increase to labor category, direct hourly rates issued by the U.S. Department of Labor Service Contract Act Wage Determination and or the D.C. Living Wage Act of 2006 (*whichever prevailing wage is applicable under the award of the Contract and all subsequent Option Periods*) and, all else necessary to perform all work related to providing the District with safe and proper provision of required services as described herein.

B.4.1 PRICE SCHEDULE/COMPENSATION AGGREGATE GROUP A & AGGREGATE GROUP B – *Please Refer to Attachment J.12A & J.12B*

B.4.1.1 Base Year

B.4.1.2 OY1

B.4.1.3 OY2

B.4.1.4 OY3

B.4.1.5 OY4

B.4.2 Time and Material Repair Service Compensation

The Contractor(s) will be compensated for all cost of repair type service incurred in providing repairs and or replacement parts associated with inspection, assessment, testing and maintenance type services as defined in **Section [C] Scope of Work Section [C.7]** on a Time and Material Basis. Repair Costs will be considered only after the following are complete:

- (i) The Contractor provides the Department with a written estimate ("Quote") outlining the itemized cost of all labor hours, parts and or materials required to complete the subject repair or replacement services. Without exception, these cost of certain parts, materials and or supplies shall follow the guidelines established in **Section [B.2.2.1]**. The Quote shall include, but is not limited to, itemized parts, manufacture name, part number, direct vendor cost of parts, estimated shipping and arrival of parts;
- (ii) The Contracting Officer's Technical Representative ("COTR's") written approval of the Quote; and finally;

- (iii) The Contracting Officer issues authorization (e.g. Notice to Proceed) in written form (e.g email authorization and or a written Task Order contract instrument).

B.4.2.1

The Contractor will be reimbursed for costs incurred in performing repair type services as defined in **Section [C.7]** on a time and material basis and as authorized in writing by the Department’s Contracting Officer (“CO”). For the avoidance of doubt, the Contractor shall obtain prior written authorization from the Department’s CO prior to commencement of any services it deems to be reimbursable repair services. Repairs which cost up to \$1,500.00 individually (or any multiple occurrences of otherwise reimbursable services totaling, in the aggregate, up to \$1,500.00 during a three [3] month period) require the advance written authorization from the COTR (including his/her determination that the extent of the work required falls within the definition of a reimbursable repair type services hereunder). Upon the COTR’s determination that the extent of the work is reimbursable, the Contractor may complete work immediately with authorization from the COTR with a cost up to \$1,500.00 and with a Purchase Order Number in place. Repair services which cost over \$1,500.00 will require the CO’s approval in advance of services performed through a written CO issued Task Order (absent of a Task Order instrument an email from the CO will serve as authorization) with a Purchase Order Number in place. For all repair services performed under the awarded Contract, the awarded Contractor shall use the hourly rates established in the price Schedule **Section [B.4.1]** (as specified for the Base Period and each applicable Option Period). **The District will not grant or accept any mark-ups on the Contractor’s materials and supplies.**

B.4.2.2 Time and Material Annual Service Ceiling

All T&M costs with hourly rates and at-cost materials shall live under the \$250,000.00 annual not-to-exceed limits as identified in the chart below:

ITEM DESCRIPTION	BASE PERIOD	OPTION YEAR ONE	OPTION YEAR TWO	OPTION YEAR THREE	OPTION YEAR FOUR
REPAIR SERVICES	NOT-TO-EXCEED CELLING	NOT-TO-EXCEED CELLING	NOT-TO-EXCEED CELLING	NOT-TO-EXCEED CELLING	NOT-TO-EXCEED CELLING
SECTION [C.7]	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00

B.5 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprises (“SBEs”) under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended. Thus, ***ONLY 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.***

B.5.1

For Contracts in excess of \$250,000, at least 50% of the dollar volume of the contract shall be subcontracted in accordance with **Section [H.9]**.

B.5.1.1 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

- (a) Notwithstanding **Section [H.9] SUBCONTRACTING REQUIREMENTS**, for all contracts in excess of \$250,000 that are unrelated to the District's response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume ("CBE minimum expenditure") of the contract shall be subcontracted to SBEs.
- (b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.
- (c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for \$1.30 against the CBE minimum expenditure.
- (f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.
- (g) This special provision shall apply to all option periods exercised under those contracts.
- (h) Except as provided in this **Section [B.5.1.1]**, the requirements of **Section [H.9]** shall remain in effect.

B.5.2 The Contractor shall submit with its proposal a subcontracting plan required by law ***Attachment J.7***

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

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1

SCOPE:

The Contractor shall provide *Fire Alarm System, Assessment, Inspection, Preventative Maintenance & Repair Services* at various District owned and or operated facilities. In so much, the Contractor shall furnish all labor, materials, tools and equipment necessary to keep all fire alarm systems/apparatus(s) in good working order as described in **Section [C.5]** Requirements.

C.2

APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Version/Date
1	U.S. Law	NFPA 72 National Fire Alarm Code	Most Current
2	U.S. Law	National Electric Code (NEC)	Most Recent
3	U.S. Law	NFPA 101- Life Safety Code	Most Recent
4	U.S. Law	NFPA 72 National Fire Alarms and Signaling Code 2002 NFPA 90A Standard for the Installation of Air-Conditioning and Ventilating Systems	Most Recent

C.3

DEFINITIONS

C.3.1

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

C.3.1.1

“Acceptance” constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

C.3.1.2

“Approval” means the Department and/or the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, etc.), and has determined the documents conform to contract requirements. Department and/or District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.

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** **“Assessment”** The action or an instance of making a judgment about the equipment/apparatus; an official valuation of the equipment/apparatus for the purpose of declaring the condition or current state of operation as more fully defined in **Section [C.5.2.1]**.
- C.3.1.5** **“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.3.1.6** **“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.3.1.7** **“Award Notice”** is defined as the notice given by DGS to that particular Contractor stating that such Offerors has been awarded a contract hereunder.
- C.3.1.8** **“Contracting Officer (CO)”** shall be a business communications liaison between the Department and a Contractor. He or she ensures 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 its supporting Contractors and Sub Contractors.
- C.3.1.9** **“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.3.1.10** **“Contractor”** 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.3.1.11** **“Contractor’s Obligations”** shall mean all of the obligations imposed on the Contractor by this Contract.
- C.3.1.12** **“Correction”** means the elimination of a defect.
- C.3.1.13** **“Cost Reimbursement”** the contractor is paid for all of its allowed expenses to a set limit, plus additional payment to allow for a profit.
- C.3.1.14** **“COTR”** means the Contracting Officer’s Technical Representative and is responsible for technical direction and administration of the Contract, advising the Contracting Officer as to the Contractor’s compliance or noncompliance with the Contract. The COTR 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 has the

responsibility for the day-to-day monitoring and supervision of the Contract to ensure that the work conforms to the requirements, and other duties as authorized by the CO.

- C.3.1.15** “**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.3.1.16** “**Deficiency**” means a lack of quality and/or sub-standard of work. For purpose of this solicitation, a deficiency is an item, or condition that is considered sub-standard, or below minimum expectations with regard to code, work product and safety.
- C.3.1.17** “**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.3.1.18** “**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.3.1.19** “**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.3.1.20** “**District Operated Property**” means all property occupied, leased or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.21** “**District Owned Property**” means all property owned or acquired by the District under the terms of the contract, including District-furnished property.
- C.3.1.22** “**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.3.1.23** “**Fire Protection System(s)/apparatus**” means all system(s)/apparatus 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 system(s)/apparatus include Electrical, Mechanical, Instrumentation, and Controls components.
- C.3.1.24** “**Holidays**” are days observed by the District of Columbia Government.
- C.3.1.25** “**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 6 a.m. and 8:00 p.m. EST.

- C.3.1.26** “**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.3.1.27** “**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.3.1.28** “**Key Personnel**” refers to the Contractor’s personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor.
- C.3.1.29** “**NFPA 25**” the baseline for inspection, testing, and maintenance of water-based fire protection systems. Compliance helps maximize system integrity to avoid failure and ensure fast, effective response in a fire emergency.
- C.3.1.30** “**NFPA 72**” covers the application, installation, location, performance, inspection, testing, and maintenance of fire alarm systems, supervising station alarm systems, public emergency alarm reporting systems, fire warning equipment and emergency communications systems (ECS), and their components.
- C.3.1.31** “**Normal Working Hours**” – is the time period of: 6:00am – 8:00pm.
- C.3.1.32** “**Offerors**” refers to any individuals, business entities or any combinations thereof, submitting a proposal in response to an RFP.
- C.3.1.33** “**Operational**” meaning a facility, building, property and or equipment is functioning as to the specified intent and or by the manufacturer recommendations.
- C.3.1.34** “**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 workplace.
- C.3.1.35** “**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.3.1.36** “**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.3.1.37** “**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.3.1.38** **"Regulatory Inspection"** performed to assess compliance with guidelines and regulations and to assure the Competent Authority of the validity of the study data and the rights and protection of subjects. A routine inspection is a periodic inspection to determine compliance with applicable regulations and guidelines.
- C.3.1.39** **"Repair"** Restore to sound working condition or to fix damage.
- C.3.1.40** **"Replace"** To remove a component and install a new or equivalent component.
- C.3.1.41** **"Reimbursable Repair"** is an act of restoring (where applicable to a particular contract) inoperable, dysfunctional, or deteriorated equipment, system(s)/apparatus, 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.3.1.42** **"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.3.1.43** **"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.3.1.44** **"Repair (Minor)"** refers to any act of restoring inoperable, dysfunctional, or deteriorated equipment, system(s)/apparatus, 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.3.1.45** **"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.3.1.46** **RSMeans** - estimates construction costs with industry-leading unit price for building estimating. With the constant flow of new construction methods and materials, it can be a challenge for owners, construction estimators, architects and engineers to find the time to evaluate all the different cost possibilities. RSMeans makes it easy for you, tracking labor and material cost changes so you'll always have the most up to date and reliable preconstruction costing information at your fingertips.
- C.3.1.47** **"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.3.1.48** **Scheduled Maintenance** means those maintenance or repairs to equipment or system(s)/apparatus that occur as a part of the regular preventive maintenance schedules.
- C.3.1.49** **“Service Call”** means a response to a tenant or agency complaint, or a response to an observation that some equipment, system(s)/apparatus 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.3.1.50** **“Task Order”** – means a formal direction presented to a Contractor to provide Reimbursable services outside of the required Basic Services.
- C.3.1.51** **“Wage Determination”** A wage determination is a listing of wage rates and fringe benefit rates for each labor category of workers which the U.S. Department of Labor has determined to be prevailing in a given area. It establishes standards for wage rates and safety and health protections for employees performing work on covered Government contracts.

C.3.2 Acronyms

C.3.2.1 The following are acronyms used for the purpose of this solicitation:

C.3.2.2	ANSI	American National Standards Institute
C.3.2.3	ASME	American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.2 Inspectors Manual.
C.3.2.4	ASTM	American Society for Testing Materials
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	CERP	Contractor’s Emergency Response Plan
C.3.2.8	CO	Contracting Officer
C.3.2.9	COOP	Continuity of Operations Plan
C.3.2.10	COTR	Contracting Officer’s Technical Representative
C.3.2.11	DCMR	District of Columbia Municipal Regulations
C.3.2.12	DCPS	District of Columbia Public Schools

C.3.2.13	DCRA	Department of Consumer and Regulatory Affairs
C.3.2.14	DGS	Department of General Services
C.3.2.15	DPR	Department of Parks and Recreation
C.3.2.16	DSLBD	DC Department of Small and Local Business Development
C.3.2.17	EMCS	Energy Management Control Systems
C.3.2.18	EPA	Environmental Protection Agency
C.3.2.19	MSDS	Material Safety Data Sheet
C.3.2.20	NEC	refers to the National Electrical Code.
C.3.2.21	NEMA	National Electrical Manufacturers Association
C.3.2.22	NETA	National Electrical Testing Association
C.3.2.23	NFPA	National Fire Protection Association
C.3.2.24	NIOSH	National Institute for Occupational Safety and Health
C.3.2.25	OM&R	Operations, Maintenance, and Repair
C.3.2.26	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 workplace
C.3.2.27	PBS	Public Buildings Maintenance Guides and Time Standards
C.3.2.28	Pd.M.	Predictive Maintenance
C.3.2.29	PM	Preventive Maintenance
C.3.2.30	PPE	Personal Protective Equipment
C.3.2.31	QA	Quality Assurance
C.3.2.32	QAP	Quality Assurance Protocol
C.3.2.33	QC	Quality Control
C.3.2.34	SCP	Strike Contingency Plan

C.4 BACKGROUND

The Department is the lead agency responsible for maintaining fire safety equipment. DGS provides management and maintenance related services for over eight hundred fifty (850) owned and leased properties. These properties include office buildings, schools, parks and recreation centers, to name a few. As a service-providing agency, positive customer service and rapid response and resolution to tenant issues and service requests are paramount to all of DGS' operation and mission. Likewise, the safety and wellbeing of residents, visitors, students and DC Government employee's is paramount to the Agency mission critical goals.

C.5 REQUIREMENTS

All assessment, inspection, testing, maintenance and repair related services described hereunder shall be provided on a firm-fixed rate basis (whether monthly and or hourly) for each Aggregate Award Group, per location. **All services under the monthly firm-fixed rates, are all inclusive and shall be provided in accordance with the service level agreements and standards governed by the National Fire Protection Agency (NFPA) 25 & 72 guidelines, or most current as amended and as required under the Scope of Work.**

C.5.1 Aggregate Award Groups

At its sole discretion, and throughout the term of this Agreement, the Department reserves the right to add and or remove locations under an Aggregate Award Group. The exercise of such right will be executed by way of a Contract Modification. With respect to the condition of adding a new location, the COTR will request the Contractor to furnish the Department with a quote for the firm-fixed monthly services rate associated with the work defined as "Equipment assessment, inspection, testing and maintenance type services" for the proposed new location(s). The quote will be evaluated by the CO for determination of price reasonableness. Once the CO confirms his/her determination of price reasonableness a Contract Modification to add the location(s) will be executed, authorizing the Contractor to proceed with providing services for any such newly added location(s). The Contractor shall not start any or provide any services to locations not identified under its Contract without the dully expresses written authorization provided by the CO in the form of a Contract Modification as described herein. **The Contractor is hereby made aware that only the CO is authorized to modify this Agreement, and the Department shall have no obligation to provide or remit compensation to the Contractor for any work, materials, or supplies that the Contractor provides contrary, beyond, or outside of that parameter and understanding of Agreement. The Contractor should always take care to receive Order instructions from the CO, versus any non-authorized personnel of the District.**

C.5.1.1 Aggregate Award Group A

ITEM	LOCATION	ADDRESS	AREA
0001	Adams, ES	2020 19th Street	SCHOOL
0002	Addison ES	3446 P St., NW	SCHOOL
0003	Aiton ES	533 48th Place, N.E	SCHOOL

0004	Amidon ES	401 Eye Street, S.W.	SCHOOL
0005	Anacostia SHS	1601 16th Street, S.E.	SCHOOL
0006	Bancroft ES	1755 Neston St., NW	SCHOOL
0007	Banneker	800 Eulid St. NW	SCHOOL
0008	Barnard ES	430 Decatur Street, N.W.	SCHOOL
0009	Beers ES	3600 Alabama Ave., S.E.	SCHOOL
0010	Brent ES	301 North Carolina Ave., S.E.	SCHOOL
0011	Brightwood ES	1300 Nicholson Street, N.W.	SCHOOL
0012	Browne MS	850 26th Street, N.E.	SCHOOL
0013	Bunker Hill ES	1401 Michigan Ave., N.E.	SCHOOL
0014	Burroughs ES	1820 Monroe Street, N.E.	SCHOOL
0015	Burrville ES	801 Division Avenue, N.E.	SCHOOL
0016	Cleveland ES	1825 8th Street, N.W.	SCHOOL
0017	Columbia Heights (Bell Lincoln)	3145 Hiatt Place NW	SCHOOL
0018	Coolidge SHS	6315 5th Street, N.W.	SCHOOL
0019	Deal MS	3815 Fort Drive, N.W.	SCHOOL
0020	Douglass Child Care Center	3240 Stanton Rd., S.E.	SCHOOL
0021	Drew ES	5600 Eads Street, N.E.	SCHOOL
0022	Eastern SHS	1700 East Capitol Street, N.E.	SCHOOL
0023	Eaton ES	3301 Lowell Street, N.W.	SCHOOL
0024	Eliot MS	1830 Constitution Avenue, N.E.	SCHOOL
0025	Ellington School of the Arts	3500 R St., NW	SCHOOL
0026	Emery ES	1720 1st Street, N.E.	SCHOOL
0027	Ferebee-Hope ES Pool and Rec. Center	3999 8th Street, S.E.	SCHOOL
0028	Food Service, DCPS-Security	3535 V Street, NE	SCHOOL
0029	Francis JHS	2425 N St., NW	SCHOOL
0030	Garfield ES	2435 Alabama Avenue, S.E.	SCHOOL
0031	Garnet-Patterson MS	2001 10th Street, N.W.	SCHOOL
0032	Garrison ES	1200 S St., NW	SCHOOL
0033	Green ES	1500 Mississippi Avenue, S.E.	SCHOOL
0034	Grimke School	1923 Vermont Avenue, NW	SCHOOL
0035	H.D. Cooke ES	2525 17th St., NW	SCHOOL
0036	H.D. Woodson ES	540 55th St., NE	SCHOOL
0037	Hardy MS	1819 35th St., NW	SCHOOL
0038	Harris, C.W. ES	301 53rd Street, S.E.	SCHOOL
0039	Harrison (Leased)	2120 13th Street, NW	SCHOOL
0040	Hart MS	601 Mississippi Avenue, S.E.	SCHOOL
0041	Hearst ES	3950 37th Street, N.W.	SCHOOL
0042	Hendley ES	425 Chesapeake Street, S.E.	SCHOOL

0043	Hines School	335 8th Street, SE	SCHOOL
0044	Houston ES	1100 50th Place, N.E.	SCHOOL
0045	Hyde, ES	3219 O Street, NW	SCHOOL
0046	Janney ES	4130 Albemarle Street, N.W.	SCHOOL
0047	Jefferson MS	801 7th Street, S.W.	SCHOOL
0048	Johnson MS	1400 Bruce Place, S.E.	SCHOOL
0049	Ketcham ES	1919 15th Street, S.E.	SCHOOL
0050	Key ES	5001 Dana Place, N.W.	SCHOOL
0051	Kimball ES	3375 Minnesota Avenue, S.E.	SCHOOL
0052	King ES	3200 6th Street, S.E.	SCHOOL
0053	Kramer MS	1700 Q Street, S.E.	SCHOOL
0054	Lafayette ES	5701 Broad Branch Road, N.W.	SCHOOL
0055	Langdon ES	1900 Evarts Street, N.E.	SCHOOL
0056	LaSalle ES	501 Riggs Road, N.E.	SCHOOL
0057	Leckie ES	4201 Martin Luther King Ave., S.W.	SCHOOL
0058	Logan	215 G Street, N.E.	SCHOOL
0059	Ludlow-Taylor ES	659 G Street, N.E.	SCHOOL
0060	MacFarland MS (Now Roosevelt)	4400 Iowa Avenue, N.W.	SCHOOL
0061	Mann ES	4430 Newark Street, N.W.	SCHOOL
0062	Marie Reed	2200 Champlain St. NW	SCHOOL
0063	Maury ES	1250 Constitution Avenue, N.E.	SCHOOL
0064	McKinley Technology HS/Langley ES	101 T Street, N.E.	SCHOOL
0065	Miller, Kelly MS	301 49th Street, N.E.	SCHOOL
0066	Miner ES	601 15th Street, N.E.	SCHOOL
0067	Montgomery (Leased)	500 Block P St., NW	SCHOOL
0068	Moore, Luke C. Academy SHS	1001 Monroe Street, N.E.	SCHOOL
0069	Moten ES	1565 Morris Road, S.E.	SCHOOL
0070	Murch ES	4810 36th Street, N.W.	SCHOOL
0071	Nalle ES	219 50th Street, S.E.	SCHOOL
0072	Noyes ES	2725 10th St., N.E.	SCHOOL
0073	Orr ES	2200 Minnesota Ave., S.E.	SCHOOL
0074	Oyster ES	2801 Calvert Street, N.W.	SCHOOL
0075	Parkview	3560 Warder St. NW	SCHOOL
0076	Patterson ES	4399 South Capitol Terr . S.W.	SCHOOL
0077	Payne ES	1445 C St., S.E.	SCHOOL
0078	Peabody ES	425 C Street, N.E.	SCHOOL
0079	Penn Center	1709 3rd Street, N.E.	SCHOOL
0080	Phelps	704 26th Street, N.W.	SCHOOL
0081	Plummer ES	4601 Texas Avenue, S.E.	SCHOOL
0082	Powell ES	1350 Upshur Street, N.W.	SCHOOL

0083	Prospect LC (Goding)	920 F Street, N.E.	SCHOOL
0084	Randle Highlands ES	1650 30th Street, S.E.	SCHOOL
0085	Raymond ES	915 Spring Road, N.W.	SCHOOL
0086	River Terrace ES	420 34th Street, N.E.	SCHOOL
0087	Robeson School	3700 10th St., NW	SCHOOL
0088	Ross ES	1730 R St., NW	SCHOOL
0089	Savoy ES	2400 Shannon Place, S.E.	SCHOOL
0090	School Without Walls SHS	2130 G St., NW	SCHOOL
0091	Seaton ES	1503 10th St., NW	SCHOOL
0092	Shadd ES	5601 East Capitol Street, S.E.	SCHOOL
0093	Shaed ES	301 Douglas Street, N.E.	SCHOOL
0094	Shepherd ES	7800 14th Street, N.W.	SCHOOL
0095	Simon ES	401 Mississippi Avenue, S.E.	SCHOOL
0096	Smothers ES	4400 Brooks Street, N.E.	SCHOOL
0097	Sousa MS	3650 Ely Place, S.E.	SCHOOL
0098	Stanton ES	2701 Naylor Road, S.E.	SCHOOL
0099	Stoddert ES	4001 Calvert St., NW	SCHOOL
0100	Stuart-Hobson MS	410 E Street, N.E.	SCHOOL
0101	Sumner School	1201 17th Street, NW	SCHOOL
0102	Takoma EC	7010 Piney Branch Road, N.W.	SCHOOL
0103	Terrell, M.C ES	3301 Wheeler Road, S.E.	SCHOOL
0104	Thomas ES	650 Anacostia Avenue, N.E.	SCHOOL
0105	Thomson ES	1200 L St., NW	SCHOOL
0106	Truesdell ES	800 Ingraham Street, N.W.	SCHOOL
0107	Tubman	3101 13th St. NW	SCHOOL
0108	Turner ES	3264 Stanton Rd., SE	SCHOOL
0109	Tyler ES	1001 G Street, S.E.	SCHOOL
0110	UDC Bldg. 52	4340 Connecticut Ave., N.W.	SCHOOL
0111	Van Ness	1150 5th Street, S.E.	SCHOOL
0112	Walker-Jones EC	1125 New Jersey Ave., N.W.	SCHOOL
0113	Washington Metropolitan/K C Lewis	300 Bryant St. NW	SCHOOL
0114	Watkins ES	420 12th Street, S.E.	SCHOOL
0115	West ES	1338 Farragut Street, N.W.	SCHOOL
0116	Wheatley ES	1299 Neal Street, N.E.	SCHOOL
0117	Whittier ES	6201 5th Street, N.W.	SCHOOL
0118	Wilson, JO. ES	660 K Street, N.E.	SCHOOL
0119	Wilson, W. SHS	3950 Chesapeake St., N.W.	SCHOOL
0120	Anacostia Recreation Center	1800 Anacostia Drive, SE	DPR
0121	Arboretum Community Center	2412 Rand Place, NE	DPR
0122	Bald Eagle @ Fort Greble	100 Joliet Street, SW	DPR

0123	Banneker Community Center	2500 Georgia Avenue, NW	DPR
0124	Barry Farm Pool House	1230 Sumner Road, SE	DPR
0125	Barry Farm Recreation Center	1230 Sumner Road, SE	DPR
0126	Benning Park Community Center	Southern Avenue and Fable Street, SE	DPR
0127	Benning Stoddert Community Center	100 Stoddert Place, SE	DPR
0128	Brentwood Recreation Center	2311 14th Street, NE	DPR
0129	Chevy Chase Community Center	5601 Connecticut Avenue, NW	DPR
0130	Chevy Chase Recreation Center	5500 41st Street, NW	DPR
0131	Columbia Heights Community Center	1480 Girard Street, NW	DPR
0132	Congress Heights Recreation Center	611 Alabama Avenue, SE	DPR
0133	Deanwood Aquatic Center	1350 49th Street, NE	DPR
0134	Deanwood Recreation Center	1350 49th Street, NE	DPR
0135	Douglass Community Center	2100 Stanton Terrace, SE	DPR
0136	DPR Headquarters	3149 16th Street, NW	DPR
0137	DPR Warehouse	1320 S Street, NW	DPR
0138	Dunbar Aquatic Center	1301 New Jersey Avenue, NW	DPR
0139	East Potomac Park Pool	900 Ohio Drive	DPR
0140	Edgewood Recreation Center	Third and Evarts Street, NE	DPR
0141	Emery Recreation Center	5801 Georgia Avenue, NW	DPR
0142	Ferebee-Hope Aquatic/Recreation Center	3999 8th Street, SE	DPR
0143	Fort Davis Community Center	1400 41st Street, SE	DPR
0144	Fort Lincoln Aquatic Center	3100 Fort Lincoln Drive, NE	DPR
0145	Fort Lincoln Recreation Center	3100 Fort Lincoln Drive, NE	DPR
0146	Fort Stanton Pool House	1812 Erie Street, SE	DPR
0147	Fort Stanton Recreation Center	1812 Erie Street, SE	DPR
0148	Fort Stevens Recreation Center	1327 Van Buren Street, NW	DPR
0149	Francis Pool House	25 N St., SE	DPR
0150	Friendship Recreation Center	4500 Van Ness Street, NW	DPR
0151	Guy Mason Recreation Center	3600 Calvert Street, NW	DPR
0152	H.D. Woodson Aquatic Center	5500 Eads Street, NE 1 20019	DPR
0153	Hamilton Recreation Center	1340 Hamilton Street, NW	DPR
0154	Hardy Recreation Center	4500 Q Street, NW	DPR
0155	Harrison Recreation Center	1330 V Street, NW	DPR
0156	Harry Thomas Sr. Recreation Center	1743 Lincoln Road, NE	DPR
0157	Hearst Recreation Center	3950 37th Street, NW	DPR
0158	Hillcrest Recreation Center	3100 Denver Street, SE	DPR
0159	Jelleff Recreation Center	3265 S Street, NW	DPR
0160	Joseph H. Cole Recreation Center	1299 Neal Street, NE	DPR
0161	Joy Evans Recreation Center	555 L St., SE	DPR

0162	Kalorama Recreation Center	1875 Columbia Road, NW	DPR
0163	Kelly Miller Recreation Center	301 - 49th St., NE	DPR
0164	Kenilworth-Parkside Recreation Center (@Ceasar Chavez)	1300 44th Street, NE	DPR
0165	Kennedy Recreation Center	1401 7th Street, NW	DPR
0166	King Greenleaf Recreation Center	201 N Street, SW	DPR
0167	Lafayette Recreation Center	5900 33rd Street, NW	DPR
0168	Lamond Recreation Center	20 Tuckerman Street, NE	DPR
0169	Langdon Park Community Center	2901 20th Street, NE	DPR
0170	Langdon Pool House	2901 - 20th St., NE	DPR
0171	Lincoln Capper Pool House	555 L St., SE	DPR
0172	Loughran Community Center	2500 14th Street, NW	DPR
0173	Macomb Recreation Center	3409 Macomb Street, NW	DPR
0174	Malcolm X Recreation Center	3200 13th Street, SE	DPR
0175	Marie Reed Aquatic Center	2200 Champlain Street, NW	DPR
0176	Marie Reed Recreation Center	2200 Champlain Street, NW	DPR
0177	Marvin Gaye Recreation Center	6201 Banks Place, NE	DPR
0178	Mitchell Park Recreation Center	1801 23rd Street, NW	DPR
0179	North Michigan Park Recreation Center	1333 Emerson Street, NE	DPR
0180	Oxon Run Recreation Center	4th Street and Mississippi Avenue, SE	DPR
0181	Palisades Community Center	5200 Sherrier Place, NW	DPR
0182	Parkview Community Center	693 Otis Place, NW	DPR
0183	Parkview Pool House	693 Otis Place, NW	DPR
0184	Petworth Recreation Center	801 Taylor Street, NW	DPR
0185	Randall Pool House	820 S Capitol St., SW	DPR
0186	Randall Recreation Center	South Capitol and I Street, SW	DPR
0187	Raymond Recreation Center	915 Spring Road, NW	DPR
0188	RH Terrell Recreation Center	155 L Street, NW	DPR
0189	Ridge Road Recreation Center	800 Ridge Road, SE	DPR
0190	Riggs LaSalle Recreation Center	501 Riggs Road, NE	DPR
0191	Rose Park Recreation Center	2609 Dumbarton Street, NW	DPR
0192	Rosedale Recreation Center	500 19th Street, NE	DPR
0193	Sherwood Recreation Center	640 10th Street, NE	DPR
0194	Southeast Tennis & Learning Center	701 Mississippi Avenue, SE	DPR
0195	Stead Recreation Center	1625 P Street, NW	DPR
0196	Stoddert Recreation Center	4001 Calvert Street, NW	DPR
0197	Takoma Aquatic Center	300 Van Buren Street, NW	DPR
0198	Takoma Community Center	300 Van Buren Street, NW	DPR
0199	Theodore Hagans Cultural Center	3201 Fort Lincoln Drive, NE	DPR
0200	Therapeutic Recreation Center	3030 G Street, SE	DPR

0201	Trinidad Recreation Center	1310 Childress Street, NE	DPR
0202	Turkey Thicket Aquatic Center	1100 Michigan Avenue, NE	DPR
0203	Turkey Thicket Recreation Center	1100 Michigan Avenue, NE	DPR
0204	Upshur Recreation Center	4300 Arkansas Avenue, NW	DPR
0205	Volta Park Recreation Center	1555 34th Street, NW	DPR
0206	Watkins Pool House	420 - 12th Street SE	DPR
0207	Watkins Recreation Center	420 12th Street, SE	DPR
0208	William H. Rumsey Aquatic Center	635 North Carolina Avenue, SE	DPR
0209	Wilson Aquatic Center	4551 Fort Drive, NW	DPR

C.5.1.2 Aggregate Award Group B

ITEM	LOCATION	ADDRESS	AREA
0001	1st District	101 M St S.W.	MPD
0002	1st District Sub	500 E Street, SE	MPD
0003	5th District	1805 Bladensburg Road, NE	MPD
0004	6th District	100 42nd Street, NE	MPD
0005	6th District Sub	2701 Penn. Ave., SE	MPD
0006	7th District	2455 Alabama Ave., SE	MPD
0007	Apparatus	1101 Half Street, SW	EMS
0008	Asian Liaison	616 H St, NW	MPD
0009	ATEU	3165 V Street, NE	MPD
0010	Bomb Squad	4669 Blue Plains Dr., SW	MPD
0011	Boy's & Girls Club	4101 Benning Road NE	MPD
0012	Bundy Bldg	429 O St, N.W	MPD
0013	CFL (Dept of Forensic Science-Crime Lab & Health Lab, OCME, & MPD)	401 E Street, SW	MPD
0014	DC Fire	3170-3180 V Street, NE	EMS
0015	Emery Shelter	1725 Lincoln Rd, NE	Shelter
0016	Engine Company No. 2	500 F Street, NW	EMS
0017	Engine Company No. 3	Engine Company No. 3	EMS
0018	Engine Company No. 6	Engine Company No. 6	EMS
0019	Engine Company No. 7	Engine Company No. 7	EMS
0020	Engine Company No. 9	1617 U Street, NW	EMS
0021	Engine Company No. 10	1342 Florida Avenue, NE	EMS
0022	Engine Company No. 12	2225 5th Street, NE	EMS
0023	Engine Company No. 13	Engine Company No. 13	EMS
0024	Engine Company No. 16	1018 13th Street, NW	EMS
0025	Engine Company No. 18	Engine Company No. 18	EMS
0026	Engine Company No. 19	2813 Pennsylvania Avenue, SE	EMS
0027	Engine Company No. 21	1763 Lanier Place, NW	EMS

0028	Engine Company No. 23	2119 G Street, NW	EMS
0029	Engine Company No. 4	2531 Sherman Avenue, NW	EMS
0030	Engine Company No. 5	3412 Dent Place, NW	EMS
0031	Engine Company No. 8	Engine Company No. 8	EMS
0032	Engine Company No. 1	2225 M Street, NW	EMS
0033	Engine Company No. 11	3420 14th Street, NW	EMS
0034	Engine Company No. 14	4801 North Capitol Street, NE	EMS
0035	Engine Company No. 15	210114th Street, SE	EMS
0036	Engine Company No. 17	1227 onroe Street, NE	EMS
0037	Engine Company No. 20	4300 Wisconsin Avenue, NW	EMS
0038	Engine Company No. 22	5760 Georgia Avenue, NW	EMS
0039	Engine Company No. 24	5101 Georgia Avenue, NW	EMS
0040	Engine Company No. 25	3203 M. L. King, Jr. Avenue, SE	EMS
0041	Engine Company No. 26	1340 Rhode Island Avenue, NE	EMS
0042	Engine Company No. 27	4201 Minnesota Avenue, NE	EMS
0043	Engine Company No. 28	3522 Connecticut Avenue, NW	EMS
0044	Engine Company No. 29	4811 MacArthur Boulevard, NW	EMS
0045	Engine Company No. 29	5900 MacArthur Boulevard, NW	EMS
0046	Engine Company No. 30	50 49th Street, NE	EMS
0047	Engine Company No. 31	4930 Connecticut Avenue, NW	EMS
0048	Engine Company No. 32	2425 Irving Street, SE	EMS
0049	Engine Company No. 33	101 Atlantic Street, SE	EMS
0050	EPU	Blue Plains #6, DC Village Ln, SW (Bldg-1A)	MPD
0051	Equipment & Supply Branch	5001 Hayes St., NE	MPD
0052	Equipment & Supply Branch	2250 Railroad Ave., SW	MPD
0053	Evidence Control Facility	17 DC Village Lane SW	MPD
0054	Fire and Police Clinic	920 Varnum Street, N.E.	EMS
0055	Fire Boat	550 Water St. SW	EMS
0056	Fleet Maintenance	Fleet Maintenance	EMS
0057	Fleet Service	2175 West Virginia Ave., NE	MPD
0058	Forensic Science Service Division	3515 V Street, NE	MPD
0059	Fourth District Headquarters	6001 Georgia Ave., NW	MPD
0060	GLLU	1369-A Connecticut Avenue, NW	MPD
0061	Harbor	550 Water St. SW	MPD
0062	Heliport	1724 South Capitol St., SE	MPD
0063	Henry Daly Building	300 Indiana Ave., NW	MPD
0064	IAD/FIT	3244 Penn Branch Ave SE	MPD
0065	Impound Lot	5001 Shepherd Parkway, SW	MPD
0066	Juvenile Processing	1000 Mt. Olivet Rd., NE	MPD
0067	K9	4667 Blue Plains Dr. SE	MPD

0068	K-9 Unit	4665 Blue Plains Drive SW	MPD
0069	Lab #7 DC Village Ln., SW (DOH)	Lab #7 DC Village Ln., SW (DOH)	MPD
0070	Latina Liaison Unit	1800 Columbia Rd, NW	MPD
0071	Mobile Crime	3521 V Street, NE	MPD
0072	MPD - Penn Branch	3220 Penn. Ave., SE	MPD
0073	MPD Property	5002 Hayes Street, NE	MPD
0074	MPD Tactical Village (Tentative)	4665 Blue Plains Dr., SW	MPD
0075	MPD/Evidence Control Branch	DC Village Lane, SW	MPD
0076	NSID (Narcotics)	1215 3rd Street, NE	MPD
0077	Office of Police Complaints	1400 I Street, NW	MPD
0078	Old Juvenile Court Building	410 E Street, NW	MPD
0079	Patricia R. Harris	4600 Livingston Road, SE	EMS
0080	Patrol Services Bureau and School Security Branch	801 Sheperd Street, NW	MPD
0081	Petworth Elementary	8th Street NW And Shepherd Street NW	MPD
0082	Ready Reserve Building	915 Galatin Street, NW	EMS
0083	Second District Headquarters	3320 Idaho Ave., NW	MPD
0084	Share Computer Center	222 Massachusetts Ave, NW	MPD
0085	Slowe	1401 Jackson Street, NE	MPD
0086	SOD Tactical Branch	RFK Stadium	MPD
0087	Special Operations Division	2301 L Street, NW	MPD
0088	Special Ops Div. Adm (Homeland Security Special Operations)	1338 Park Road, N.W.	EMS
0089	Third District Headquarters	1624 V Street, NW	MPD
0090	Third District Substation	750 Park Road, NW	MPD
0091	Training Academy	4600 Shepherd Parkway, SW	EMS
0092	Training Academy	4665 Blue Plains Dr., SW	MPD
0093	Training Academy/Annex	4665 Blue Plains Dr., SW	MPD
0094	Youth Division	1700 Rhode Island Ave., NE	MPD
0095	107 Wayne Place, SE	107 Wayne Place, SE	Shelter
0096	117 Wayne Place	117 Wayne Place, SE	Shelter
0097	1413 Girard St., NW	1413 Girard Street, NW	Shelter
0098	4925 Sargent Road, NE	4925 Sargent Road, NE	Shelter
0099	Adams Place Shelter	2210 Adams Place, NE	Shelter
0100	Andrus House	2635 18th St., NE	Shelter
0101	Blair Shelter	633 I St. NE	Shelter
0102	CCNV - Federal City Shelter	425 2nd St. NW	Shelter
0103	Congress Heights Senior Wellness Center	3500 MLK J r. Ave, SE	Senior
0104	Corcoran Shelter	1861 Corcoran St., N.E.	Shelter
0105	DC DOH - Family Forward Shelter,	1905 Mass Ave., SE	Shelter

	Bldg. #12		
0106	Emergency Housing – Family	342 37th Street, SE	Shelter
0107	Emery Shelter	1725 Lincoln Rd, NE	Shelter
0108	Family Shelter	1701-1711 V St., SE	Shelter
0109	Family Shelter	2305 36th St SE	Shelter
0110	Family Shelter	2601 - 2603 Naylor Road, S.E.	Shelter
0111	Family Shelter	336 37th St. S.E	Shelter
0112	Hattie Holmes Senior Wellness Center	324 Kennedy St, NW	Senior
0113	House of Ruth Shelter	651 10th St, NE	Shelter
0114	House of Togetherness	1835 Evarts St., NE	Shelter
0115	Kramer Shelter	1626 Kramer St., NE	Shelter
0116	La Casa Shelter	1436 Irving Street, NW	Shelter
0117	Model Cities Senior Wellness Center	1901 Evarts St, NE	Shelter
0118	New Endeavors Shelter	611 N St, NW	Shelter
0119	New Lacasa	1131 Spring Road NW	Shelter
0120	New York Avenue Shelter	1355 - 1357 New York Ave, NE	Shelter
0121	OHS-Coalition for the Homeless-Residential	1355-57 Valley Place, SE	Shelter
0122	Senior Wellness Center	3531 Georgia Avenue, NW	Senior
0123	Spring Road Shelter	1433 Spring Road	Shelter
0124	Washington Seniors	3001 Alabama Avenue, SE	Senior
0125	Washington Seniors Wellness Center	3001 Alabama Ave, SE	Senior
0126	801 East (St. Elisabeth Campus)	2700 MLK Jr. St., SE	Municipal
0127	Adam's Place	2210 Adam's Place, NE	Municipal
0128	Annex 8 – DDOT	280 McMillan Dr.,NW	Municipal
0129	Annex 9 – DDOT	350 McMillan Dr., NW	Municipal
0130	APRA/DOH	1300 First Street, NE	Municipal
0131	CFSa, OCTO, DC CAH, & MPTD	200 I Street, SE	Municipal
0132	Cngrss Hghts&Unity Hlth Ctrs-DOES,DHS	3720 MLK Jr. Avenue, SE	Municipal
0133	Day Care Center Municipal Group B	625 H Street, NE	Municipal
0134	DC Armory	2001 East Capitol St., SE	Municipal
0135	DC DMV - Main Administrative Office	95 M Street, SW	Municipal
0136	DC DOC - DC Jail	1901 D Street, SE	Municipal
0137	DC DOH - SW Health Center, Unity HealthCare	850 Delaware Ave., SW	Municipal
0138	DC DPW	1827 W. Virginia Ave., NW	Municipal
0139	DC DPW	1833 W. Virginia Ave, NW	Municipal
0140	DC DPW - Admin. Offices	2750 South Capitol Street, SE	Municipal
0141	DC DPW - Solid Waste Transfer Station	3200 Benning Road., NE	Municipal
0142	DC DPW - Transfer Station	4902 Bates Road, NE	Municipal

0143	DC DPW - TRL Office SWD	4900 Bates Road, NE	Municipal
0144	DC DPW - Vehicle Lot	2860 South Capitol St., SE	Municipal
0145	DC General #12	1900 Mass Ave., SE	Municipal
0146	DC General - Bldg. #14	1900 Mass Ave., SE	Municipal
0147	DC General - Bldg. #15	1900 Mass Ave., SE	Municipal
0148	DC General - Bldg. #6	1900 Mass Ave., SE	Municipal
0149	DC General Bldg. #13	1900 Mass Ave., SE	Municipal
0150	DC General Bldg. #8	1900 Mass Ave., SE	Municipal
0151	DC General -Bldg. #9	1900 Mass Ave., SE	Municipal
0152	DC General Core Bldg	1900 Mass Ave., SE	Municipal
0153	DC OMV - Test Site	2390 South Capitol St., SE	Municipal
0154	DC Property Disposal	2100 Adams Place, NE	Municipal
0155	DC Record Center	1300 Naylor Court, NW	Municipal
0156	DC Village Warehouse	Blue Plains Dr., SW #4	Municipal
0157	DCHD	1800 MLK Jr Avenue, SE	Municipal
0158	DCLB, DYRS	2101 MLK Jr. Avenue., SE	Municipal
0159	DCPS Textbook/DCPS Logistics	2000 Adams Place, NE	Municipal
0160	DCPS, DDOE	1200 1st Street, NE	Municipal
0161	DDOT	1735 15th St., NE	Municipal
0162	DDOT - Admin. Trailer	1338 G St. SE	Municipal
0163	DDOT - Foreman's Trailer	1403 W St., NE	Municipal
0164	DDOT - Men's Trailer	1403 W St., NE	Municipal
0165	DDOT - Security Booth Trailer (1)	1403 W St., NE	Municipal
0166	DDOT - Snow Trailer	1403 W St., NE	Municipal
0167	DDOT - Trailer (2)	1403 W St., NE	Municipal
0168	DDOT - Tree Division	1403 W St., NE	Municipal
0169	DDOT - TSA Services - 2 Story Bldg.	1338 G St. SE	Municipal
0170	DDOT - TSA Sign - Fabrication Shop	1338 G St. SE	Municipal
0171	DDOT - Women's Trailer	1403 W St., NE	Municipal
0172	DDOT- Admin Trailer	1403 W St., NE	Municipal
0173	DDOT- Equipt Operation Trailer	1403 W St., NE	Municipal
0174	DDOT, DOES	2311 MLK Jr., SE	Municipal
0175	DDOT, DOH/HEPRA	55 M Street, SE	Municipal
0176	DGS/DCPS Warehouse	2200 Adams Place, NE	Municipal
0177	DGS/FD Bldg. #7	1900 Mass Ave., SE	Municipal
0178	DHS	645 H Street, NE	Municipal
0179	DHS	3851 Alabama Avenue, NE	Municipal
0180	DHS, DOH- Storage	33 N Street, NE	Municipal
0181	DHS/IMA	4001-4005 South Capitol Street, SW	Municipal
0182	DHS/IMA	1207 Taylor Street, NW	Municipal

0183	DHS/IMA & DDOE	2100-2110 MLK Jr. Avenue, SE	Municipal
0184	DISB, OSSE	810 First Street, NE	Municipal
0185	DMH, DOH, OHS	64 New York Avenue, NE	Municipal
0186	DOES, OSSE-Early Stages	4058 Minnesota Avenue, NE	Municipal
0187	DOH	6323 Georgia Avenue, NW	Municipal
0188	DOH	3330 V Street, NE	Municipal
0189	DOH Lab	DC Village Lane, SE, Bldg. #7	Municipal
0190	DOH Pharmacy	DC Village Lane, SE, Bldg. #4	Municipal
0191	DPR, DGS	1250 U Street, NW	Municipal
0192	DPW	1725 15th St., NE	Municipal
0193	DPW	1431 Okie St., NE	Municipal
0194	DPW Fuel Site	1835 West Virginia Ave, NE	Municipal
0195	DPW Nuisance & Abatement	2700 South Capital St., SE	Municipal
0196	DPW-SWEEP	2850 New York Avenue, NE	Municipal
0197	DYRS	450 H Street, NW	Municipal
0198	Eastern Market	225 7th Street, S.E.	Municipal
0199	Farragut St. Maintenance Facility (DDOT)	414 Farragut St., NE	Municipal
0200	Hunt Place/Unity Health Clinic	4130 Hunt Place, NE	Municipal
0201	Intelsat Bldg.	3007 Tilden St., NW	Municipal
0202	Langston-Slater	45 P Street, N.W.	Municipal
0203	Logistics and FMO	3170/3180 V. St. N.E.	Municipal
0204	Merritt	5002 Hayes Street, NE	Municipal
0205	MRDDA, DDS	1125 15th Street, NW	Municipal
0206	OAG, OCTO	1100 15th Street, NW	Municipal
0207	Oak Hill	3201 Oak Hill MD	Municipal
0208	OCFO	1101 4th Street, SW	Municipal
0209	OCFO, OTR, DCRA, DDOT, OP, Fire Prevention	1100 4th Street, SW	Municipal
0210	OCTO	3919 Benning Road, NE	Municipal
0211	Office of the People's Counsel	1133 15th Street, NW	Municipal
0212	OIG	717 14th Street, NW	Municipal
0213	OMV	1205, 07 Brentwood Road, NE	Municipal
0214	One Judiciary Square	441 4th St., NW	Municipal
0215	OSSE - 5th Street Terminal	2115 5th Street, NE	Municipal
0216	OSSE - Adams Place Terminal	2200 Adams Place, NE	Municipal
0217	OSSE - New York Avenue Terminal	1345 New York Ave, NE	Municipal
0218	OSSE - Southwest Terminal	DC Village Lane 2 SW, Bldg.	Municipal
0219	Pleasant Hill	2501 18th St., NE	Municipal
0220	PSCC – OUC	310 & 320 McMillan Dr. NW	Municipal
0221	PSPD - Security Trailer	1241 W St., NE	Municipal

0222	Public Service Commission - PSC	1333 H Street, NW	Municipal
0223	Residential	DC Village Lane, SW; Bldg. #2 (1-B)	Municipal
0224	RFK Stadium	2400 E. Capitol Street, SE	Municipal
0225	Taxicab Commission	2041 MLK, Jr. Avenue, SE	Municipal
0226	UCC - OUC & HSEMA	2720 MLK, Jr., Avenue, SE	Municipal
0227	Union Square - DOH & DHCF	899 North Capitol Street, NE	Municipal
0228	Washington Humane Society	1201 New York Avenue, N.E.	Municipal

C.5.2 Fire Alarm System/Apparatus Assessment

C.5.2.1 On an on-call, as-needed basis, and at the direction of the COTR, the Contractor may be tasked to perform an assessment of the fire alarm system/apparatus for specific facilities under its awarded Aggregate Award Group A and or B. The Contractor shall provide a written report of such assessment (“Assessment Report”) to the COTR.

- 1) The Contractor may be required to provide fire alarm system/apparatus assessments of specific facilities. Following a site assessment, the Contractor shall provide the Contracting Officer’s Technical Representative (COTR) an assessment report per facility that will include: Evaluation of the fire alarm system/apparatus’s operations, deficiencies, including identifying worn and defective parts. The report should also include the telephone number of the fire alarm system/apparatus as well as the telephone number of which the system/apparatus dials.
- 2) A detailed outline of each fire alarm system’s overall condition, list identified deficiencies and recommendations for repair and improving the operation and/or efficiency of the system(s).
- 3) A detailed cost proposal, including a breakdown of all materials and labor cost for each site requiring repairs. The Contractor shall submit one proposal per site.
- 4) Certification that the fire alarm system/apparatus is present and operational.
- 5) The Contractor shall submit reports and proposals within five (5)-days from the date of the assessment to include a minimum of the information requested above.

C.5.3 Fire Alarm System/Apparatus Inspection, Testing and Maintenance Service

C.5.3.1 Inspection and Testing

The Contractor may be tasked to perform a full inspection and test of each device on the fire alarm system/apparatus in accordance with the current edition of NFPA 72, National Fire Alarm Code.

- 1) Testing frequencies from the current edition of NFPA 72 shall be used.

- 2) Testing methods from the current edition of NFPA 72 shall be used.
- 3) The typical fire alarm system/apparatus inspection, testing and maintenance service shall consist of the following tasks, as well as, any and all tasks required in order to conform with all applicable NFPA, Federal, State, OSHA and Local Authorities having jurisdiction standards, regulations, codes and requirements:
 - a) Visual Inspection.
 - b) Functional Testing.
 - c) Inspect and test alarm initiating devices, (manual fire alarm boxes, photo detectors, duct detectors, heat detectors, etc.).
 - d) Inspect and test alarm notification appliances (bells, horns, strobes, chimes, speakers, etc.).
 - e) Inspect and test supervising station monitoring (alarm signals, alarm restoration, trouble signal and restoration), supervisory signal and restoration).
 - f) Inspect and test pull station, smoke detectors, duct detectors, main panel and annunciator panel.
 - g) Signaling line circuits (quantity and style).
 - h) System power supplies.
 - i) At the time of annual inspection, the Contractor shall replace the systems batteries with new batteries of same kind and quality of the original. Visually mark the date of replacement on the new batteries. Dispose of old batteries in an environmentally approved manner.
 - j) Identify monitoring entity.
 - k) Identify the phone numbers.
 - l) Locate and identify all devices.
 - m) Troubleshoot and/or repair active alarms and troubles.
 - n) Compile a detailed report of the inspection, by location substantially in the form of ***Attachment J.10 – Inspection & Testing Form***
 1. Provide a typed copy by email to the COTR and,
 2. Provided the official submission, electronically through the Department's Salesforce work-order management system.

C.5.3.2 Inspection, Testing and Maintenance Records

Within fourteen (14)-days after completing the inspection and testing, the Contractor will furnish a written record to include the following:

- 1) Contractor's inspection and testing form that includes all the information required by the current edition of NFPA 72.
- 2) Date of manufacture of fire alarm system/apparatus(s) and whether parts are readily available.
- 3) **Note:** The NFPA 72 inspection, testing and maintenance record form shall be used and shall be substantially in the form of ***Attachment J.10 – Inspection and Testing Form***.

- 4) The record shall include any problems noted with the system/apparatus, including inoperable or unsupervised devices or equipment, or devices that cannot be calibrated, tested, or serviced in accordance with the manufacturer's recommendations. Findings noted shall include individual costs to correct/repair them. Each cost shall be broken down into both a parts cost and a labor cost.
- 5) The record shall be provided electronically in Salesforce, formatted in a live Microsoft Excel workbook/worksheet.

C.5.3.2.1 Notification

Before proceeding with any testing, the Contractor shall coordinate the notification of all persons and facilities that receive alarm, supervisory or trouble signals (e.g. Building Manager, COTR, and Fire Department). The Contractor will coordinate with the COTR to ensure that all building occupants are notified prior to the start of system/apparatus(s) testing. At the conclusion of testing, the Contractor shall also provide notification that the testing has concluded.

C.5.4 Service Response Time and Hours of Operation

C.5.4.1 Standard Hours of Operation. The Contractor shall perform all assessment, inspection, testing and maintenance services Monday through Friday, excluding weekends and Government Holidays, between the hours of 6:00AM and 8:00PM EST.

C.5.4.2 Emergency Repair Services. The Contractor shall provide emergency repair related services twenty-four (24)-hours a day, seven (7)-days a week, 365-days a year. The Contractor shall respond to all emergency repair related services by phone within one (1) hour and arrive on site within two (2) hours of initial service request.

C.5.5 Add/Remove Facilities

The Department will notify the Contractor in writing, of its intent to add and or remove facilities from service under Aggregate Award Groups A and or B. Notification of such changes to the Contract will be issued via a bilateral modification signed and accepted by both the Contractor and the Government.

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 Contract, 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. 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.

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 – Form of Invoice*, 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.

C.5.6.4.1 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.

C.5.6.4.2 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. Access and licenses will be provided to the Contractor by the Department at no cost.

C.5.7 Damage to Fire Alarm System

Any damage to the fire alarm or associated equipment (e.g. fans, elevators, generators, pumps) caused by normal testing shall be repaired by the Contractor at no additional cost to the Government. At its discretion, the Government may have representatives present to witness any or all such tests. All costs associated with this damage shall be borne by the Contractor.

C.5.8 Safety Hazards

The Contractor shall immediately notify the COTR in writing and by phone, of any recognized safety hazard that might severely affect building occupants. Written notification may be in the form of an email and or SalesForce communication.

C.6 WARRANTY OF WORK

Contractor shall warranty all work, equipment and parts. The minimum warranty shall be for the longer of: (i) one (1) year for all new equipment and parts, or (ii) such longer warranty period being offered by the manufacturer. In connection with the Contractor's repair of then existing fire life safety equipment, the Contractor shall guarantee all of its repair work for a period no-less than thirty (30) days. During that thirty (30) day period, if the Contractor has been informed that its repair work has failed to correct the initial problem, the Contractor shall repair such faulty equipment, or related parts, at no additional cost to the District. In this case, the Contractor's subsequent repairs shall be guaranteed for an additional thirty (30) day period

C.7 REPAIRS AND UNSCHEDULED WORK

Repairs shall be performed on a time and materials basis. The Contractor shall stock an ample supply of replacement parts for normal maintenance and repair of all fire alarm systems/apparatus(s). All new parts shall be genuine products of the original manufacturers. If during inspection it is determined that repairs are needed, and can be accomplished at that time, the cost of replacement parts may be added to the invoice and shall include unit pricing and an itemized list of all replacement parts used. The cost for installation of replacement parts shall be charged on an hourly basis in accordance with the applicable firm-fixed, direct labor hourly rates for the applicable Contract period as identified in Section [B.4.1]. **Cost of all materials, parts and supplies shall be furnished to the District “at cost.” The District will not grant nor accept any mark-ups on the Contractor’s materials and supplies.**

C.7.1 Definition of Repairs: Repairs are defined as unscheduled work to repair or modify a fire alarm system, or to correct recurring system and/or equipment malfunction(s).

C.7.2 Repair Parts: Contractors who perform repairs under this contract shall be capable of providing replacement parts within twenty-four (24)-hours for the central processing unit (CPU), controller, monitoring and signaling cards, display boards, and other critical parts that may be necessary to restore the equipment to full operational standards.

C.7.3 Critical and Non-critical Repairs: Initial response to repair calls will be based on the nature of the repair, whether, in the opinion of the COTR, it is critical or non-critical in nature. Critical repairs are those repairs affecting the continued occupancy of a building, or certain operations in a building, which are critical in nature.

C.7.3.1 Critical Repair Response: Due to the emergency nature of critical repairs, the ordering official and authority having jurisdiction will normally make the requests for repairs verbally, followed by a written work order. Requirements for critical repairs include:

C.7.3.1.1 After being notified of a repair request, make live voice contact with the COTR within one (1)-hour, have a qualified technician on-site within two (2)-hours, and complete the repair within sixteen (16)-hours.

C.7.3.1.2 If the local technical representative cannot identify and repair the problem within sixteen (16)-hours, they shall escalate the problem to the next technical level, the national accounts level (where applicable) and or the original equipment manufacturer as necessary, to identify the problem and provide a solution.

C.7.3.1.2.1 If the fire alarm system/apparatus cannot be repaired within sixteen (16)-hours, the technical specialist shall notify the COTR by phone and in writing with a proposal, outlining the plan to complete the work, to include an itemized cost summary (on a time and materials basis). In the event of an emergency, the proposal may be approved by the COTR and the Contracting Officer will issue a Notice-to-Proceed via email.

- C.7.3.2 Non-Critical Repairs:** Requests for repairs will be set forth in work orders listing the type of equipment, description of the malfunction, and the facility point of contact. Requirements for non-critical repairs include:
- C.7.3.2.1** After being notified of the need for repairs, make live voice contact with the COTR within two (2)-hours, have a qualified technician on-site within eight (8)-hours, and complete the repair within forty-eight (48)-hours.
- C.7.3.2.2** If the local technical representative cannot identify and repair the problem within forty-eight (48)-hours, they shall escalate the problem to the next technical level, the national accounts level (where applicable) and or the original equipment manufacturer as necessary, to identify the problem and provide a solution.
- C.7.3.2.3** If the fire alarm system/apparatus cannot be repaired within forty-eight (48)-hours, the technical specialist shall notify the COTR by phone and in writing with a proposal, outlining the plan to complete the work, to include an itemized cost summary (on a time and materials basis). On an emergency basis, the proposal may be approved by the COTR and the Contracting Officer will issue a Notice-to-Proceed via email.
- C.7.3.2.4** The Contractor shall provide the COTR with a status update of the repairs every twenty-four (24)-hours until repairs are complete.
- C.7.3.3 Testing after Repairs:** All repairs critical, non-critical and or emergency in nature shall be tested according to requirements of the current edition of NFPA 72 and as more fully described in **Section [C.5.3]**. A representative of the Government may witness testing. The Contractor shall notify the COTR of the schedule for testing with sufficient notice to allow testing to be witnessed. The Contractor must provide written certification that repairs are complete. The document shall also include the names and titles of the witnesses of the testing. The Contractor shall provide, in writing, before leaving the building:
- 1) Suspected cause(s) of the malfunction(s), and actions to prevent reoccurrence.
 - 2) A list of components used to make the repair(s).
 - 3) Hours required to complete the repair(s).
- C.7.4 Full System Repair Records:** The Contractor shall develop and maintain a record of system/apparatus(s) repairs completed throughout the life of the Contract. **This repair log shall be substantially in the form of the current edition of NFPA 72 Records from.** Upon request, the Contractor shall furnish repair log for an individual fire alarm system/apparatus(s).
- C.7.4.1** Records of the inspections, tests, and maintenance of the system and its components shall be maintained on site and made available to the COTR upon request.
- C.7.4.2** Sample records forms are shown in the current edition of NFPA 72, Records shall indicate the procedure performed (inspection, test, or maintenance), the

person/organization performing the work, the results, and date. Records shall be retained for a three-year period and shall be turned-over to the District at the term of the Contract.

C.7.4.3 Test results shall be compared with those of the original acceptance test, if available, and with the most recent test results.

C.7.4.4 The Contractor shall maintain, for a minimum of three (3)-years, as-built system installation drawings, original acceptance test records, and device manufacturers' maintenance bulletins to assist in the proper care of the system and its components. **All and any such records shall be furnished on demand and turned over to the District at the term of the Contract.**

C.8 TECHNICAL REQUIREMENTS

C.8.1 Key Personnel/Key Roles Credentials and Assignment

The Contractor's personnel must be experienced and be licensed to perform the required services. Throughout the life of the Contract, the Contractor shall employ the following key staff roles and individuals who, at a minimum, meet the listed qualifications:

- 1. Project Manager (PM):** shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of all Services. The PM shall have (i) a minimum of (3) three years' experience in managing the delivery of Fire Alarm System/Apparatus(s) Equipment Assessment, Inspection, Preventative Maintenance and Repair Services for contracts of similar size, scope and complexity, and (ii) demonstrate expertise in NFPA Fire Safety Standards as it relates to the fire alarm system/apparatus(s) service requirements. The PM shall be proficient in managing project delivery and performance of multiple property assets, coordinating and trimming of multiple project schedules, and be proficient in writing and speaking English.
- 2. Field Supervisors/Fire Alarm Technicians:** shall have a minimum of three (3) years of practical experience with providing Fire alarm system/apparatus Equipment Assessment, Inspection, Preventative Maintenance and Repair Services similar in nature, to the size, scope and complexity of the services described herein.
- 3. Dispatcher(s):** The Contractor shall have on-staff, at least one (1) Dispatch personnel available twenty-four (24)-hours a day, seven (7)-days a week, three hundred sixty-five (365)-days a year, including all weekends and holidays. The Dispatcher(s) shall serve as the point of contact for dispatching technicians based on service request issued by the Department. This person(s) shall have (i) a minimum of two (2) years' experience of dispatching related functions and (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(s) shall be proficient in writing and speaking English.

C.8.1.1 Reassignment of Key Personnel

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

C.8.1.2 Accessibility of Key Personnel

The Contractor shall designate two (2) Key Personnel to be available to communicate with the Department by telephone and email twenty-four (24) hours a day, seven (7) days a week, including weekends and holidays. These individuals may be a combination of the Project Manager and a Dispatcher.

C.8.1.3 Organization and Supervision

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

C.8.1.3.1 An organizational structure, outlined in an organizational chart that describes the lines of supervision and authority and establishes accountability among the Contractor's staff and subContractors for this Contract, and identifies key staff to complete all services.

C.8.1.3.2 Provides staff instruction and training in the safety regulations necessary for the safe and efficient operations of equipment and the proper maintenance to include, at a minimum, safety procedures in accordance with the U.S. Department of Labor, Occupational Safety Health Administration (OSHA),

C.8.1.3.3 The Contractor shall provide adequate supervision through, at a minimum, a Field Supervisor or Team Leader for each operational crew performing the Services under this Contract:

- i. Such additional licenses and certifications as applicable or required by District or federal law.

C.8.1.3.4 The Contractor must provide, to the COTR, it's Organizational Chart within fifteen (15) days after Contract award. The Contractor is expected to select, supervise and exercise control and direction over its employees and SubContractors under this Contract.

C.8.2 Licenses & Permits

The Contractor and Sub-Contractor personnel engaged in the activities specified by this contract shall be required to possess all certificates of training, licenses, and permits as required by federal, state and local governing laws with respect to alarm systems installed in a District of Columbia Government facility covered. At the request of the Department any and all such documentation and or proof of the above licenses and permits shall be furnished to the COTR.

C.8.2.1 Documentation

The Contractor shall provide documentation of the certificates of training, licenses, and permits for all new employees no later than seven (7) days prior to that individual beginning work under the terms of this contract. The Contractor shall ensure all

certificates of training, licenses, permits, and bonds for employees working under the terms of this Contract are current and valid throughout the life of the Contract and furnished to the Department on-demand.

SECTION D PACKAGING AND MARKING

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

SECTION E

INSPECTION AND ACCEPTANCE

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

SECTION F

PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 Base Term Period of Performance: The Base Period (“BP”) of the awarded Contract shall be for a term of one (1) year from the date of execution by the CO, as specified on the cover page of this Contract.

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 (“Letter Contract”) was in place, and the terms of the Letter Contract shall merge into and be superseded by this Contract upon its execution of this 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.2.2 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.12A & J.12B**.

F.2.3 If the Department exercises an Option Period, the extended Contract shall be considered to include this option provision.

F.2.3 The price and cost for the OP(s) shall be as specified in the **Section [B.4.1]** of the Contract. The firm-fixed services rates for routine services and firm-fixed direct labor hourly rates repair services for the BT 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 **Title 27, Chapter 47 of the DCMR**.

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

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

F.2.6 If the Department exercises an option period, the extended Contract shall be considered to include this entire option clause.

F.3 DELIVERABLES

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

SECTION	DELIVERABLE	QUANTITY	FORMAT/METHOD OF DELIVERY	DUE DATE
C.5.2.1(5)	Fire alarm system/apparatus Assessment Report	Reports and Proposals	MS Excel worksheet and or Workbook uploaded to Salesforce by location	Five (5)-days from date of assessment
C.5.3.1(n) C.5.3.2	Fire alarm system/apparatus Inspection, Testing and Preventative Maintenance Service Report and Proposal	Reports and Proposals	MS Excel worksheet and or Workbook uploaded to Salesforce by location	Fourteen (14)-days from date of assessment
C.5.6.2	Service Report and Proposal	Report and Proposals	Excel, PDF, or Word/ Email and Sales Force by location	Within one (1)-business day after completion
C.6.4	Full Systems Repair Records	Log	Excel, PDF, or Word/ Email and Sales Force by location	Upon request of the COTR or the Department
C.7.1.3.4	Organization Chart	Chart	Excel, PDF, or Word/ Email	Within fifteen (15)-days post award
C.7.2.1	New Hire Certifications of Training, licenses and permits	Certifications Licenses Permits	Certified copies	Within seven (7)-days prior to start of work under the terms of this Contract

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(s) do or does not submit the reports as part of the deliverables, the Contractor(s) shall not be entitled to and shall not receive final payment pursuant to **Section [G.3.2]**.

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The Department will make payments to the Contractor(s), upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.
- G.1.2** The Department will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. The Contractor must indicate the proper PO number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Properly prepared invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.
- G.2.2** Prior to creating the payment request described above, the Contractor shall submit a proper invoice based on applicable guidelines specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.9]**. The District shall not be required to pay invoiced amounts or corresponding interest payments for invoices that are not properly prepared as required under this Contract.
- G.2.3** To constitute a proper invoice, the Contractor shall submit the following information on the invoice substantially in the form of *Attachment J.11 "Form of Invoice"*:
- G.2.3.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.3.2** Contract number and invoice number;
- G.2.3.3** Department's Purchase Order (PO) number;
- G.2.3.4** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.3.5** Other supporting documentation or information, as required by the Contracting Officer;

- G.2.3.6** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.3.7** Name, title and phone number of the individual preparing the invoice;
- G.2.3.8** Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.9.2]** above to be notified in the event of a defective invoice; and
- G.2.3.9** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in **Section [H.5.5]**.
- G.3.2** The Department shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Payments on Partial Deliveries of Goods & Services

Unless otherwise specified in this Contract, payment will be made on partial deliveries of goods and services accepted by the Department if:

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

G.4.2 PAYMENT FOR TIME & MATERIAL REPAIR SERVICES

Payment for approved repair service provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts.

Hourly rates shall be computed by multiplying the appropriate hourly rates in **Section [B.4.1 – B.4.1.5]** by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

G.4.3 Payment for Equipment, Parts and or Materials

Payment for approved equipment, parts and or materials will only be considered and made after the CO has determined the price to be reasonable, allowable, and allocable in accordance with Chapter 33 (Contract Cost Principles) of DCMR Title 27; and the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of all parts and or materials required to complete the subject repair or replacement services.

G.4.3.1 The Quote shall include, but is not limited to, itemized parts, manufacture name, part number, direct vendor cost of parts, estimated shipping and arrival of parts (ii) the Contracting Officer’s Technical Representative (“COTR”) approval of the Quote; and (iii) the Contracting Officer issues authorization (e.g. Notice to Proceed) in written form (e.g. email authorization and or written Task Order contract instrument).

G.4.3.2 On an emergency basis, upon the COTR’s determination that the extent of the work is an allowable repair type services, the Contractor may complete work immediately with written authorization from the COTR in an amount Not-To-Exceed of \$1,500.00 per occurrence. All repair type service cost shall-not exceed the annual ceilings defined in **Sections [B.4.2.2]**.

G.4.3.3 Cost of all parts, materials and or supplies shall be furnished to the District “at cost”. Cost shall be defied in accordance with the established reasonable rates as defined under the RSMeans cost estimating data. The District will not grant or accept any mark-ups on the Contractor’s materials and supplies.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor(s) 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(s), not the assignee(s), is/are required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:

G.6.1.2.1 3rd day after the required payment date for meat or a meat food product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any thirty (30)-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Department for work performed by any subcontractor under the contract:

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the Department that is attributable to the subcontractor(s) for work performed under the contract; or

- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15th day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Department is a party. The Department may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 **CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the Department only by Contracting Officers "CO(s)"). The contact information for the COs is as follows:

FRANKLIN AUSTIN, CPPB, CPM

Contracting Officer
Contracts & Procurement
Department of General Services
2000 14th Street N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail: franklin.austin5@dc.gov

G.8 **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.
- G.9** **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE / CONTACT ADMINISTRATOR ("COTR" OR "CA")**
- G.9.1** The COTR/CA is responsible for general administration of the Contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR/CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the Contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Department's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR/CA is:
- [Name of Contracting Officer
Office of Contracting and Procurement
Address:
Telephone:
E-mail address:]*
- G.9.3** The COTR/CA shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Department property, except as specified under the contract.

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

G.10 **ORDERING CLAUSE - *RESERVED [Intentionally Omitted]***

G.11 **TIME & MATERIAL SERVICE CEILING**

G.11.1 The time and material repair services ceiling for this Contract is set forth in **Section [B.4.1 – B.4.1.5]**

G.11.2 The costs for performing the repair elements of this Contract (Time and Materials Repair Services) shall not exceed the ceiling specified in **Section [B.4.1 – B.4.1.5]**

G.11.3 The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all of the obligations under this Contract within the established time and material service cost ceiling.

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

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

G.11.6 The Department and/or the District is not obligated to reimburse the Contractor for costs incurred in excess of the established ceiling specified in **Section [B.4.1 – B.4.1.5]**, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clauses of this Contract), or otherwise incur costs in excess of the established ceiling specified in **Section [B.4.1 – B.4.1.5]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised ceiling limit for performing this Contract.

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

- G.11.8** If the repair cost ceiling specified in **Section [B.4.2.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order/Contract modification shall ***not*** be considered an authorization to exceed the applicable repair cost ceiling specified in **Section [B.4.2.1]**, unless the change order/Contract modification specifically increases the ceiling.
- G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.2.1 The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.: 16, dated 23-April-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 redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this Contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, offices or other facilities or parts of them, engaged in performing the Contract.

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

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

H.6.4 Comptroller General

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

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

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

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

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

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

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

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

H.7 ADVISORY AND ASSISTANCE SERVICES

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

H.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH – *RESERVED [INTENTIONALLY OMITTED]*

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For all contracts in excess of \$250,000, at least 50% 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 50% 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 50% 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 50% 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, 50% 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 50% of its contracting effort with its own organization and resources.

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

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

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

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

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

H.11 DISTRICT RESPONSIBILITIES

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

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

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

H.11.3 The COTR will coordinate all access to facilities for all work order and service request between the Contractor and the participating client agencies when needed.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 Contractor Notice Regarding Late Performance

In the event the Contractor(s) anticipate(s) or encounter(s) 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(s) 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 requested Contractor notification shall in no way be construed as an acceptance or waiver by the Department.

- H.12.2** At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.
- H.12.3** The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.
- H.12.4** The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.
- H.12.5** The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.
- H.12.6** The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.
- H.12.7** The Contractor shall furnish all MSDS for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.
- H.12.8** The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.
- a) The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.
 - b) The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.
- H.12.9** **Bond Requirements - *RESERVED [Intentionally Omitted]***
- H.12.10** **Allowable Subcontracting Requirements**
- H.12.10.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

- H.12.10.2** It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.
- H.12.10.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.
- H.12.10.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.
- H.12.10.3.2** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.
- H.12.11 Staff Attire and Identification**
- H.12.11.1** The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.
- H.12.11.2** The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.
- H.12.12 Safety Requirements**
- H.12.12.1** The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.
- H.12.12.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States Occupational Safety and Health Administration (OSHA) including, but not limited to:
- H.12.12.2.1** Back support devices
- H.12.12.2.2** Eye protection
- H.12.12.2.3** Hearing protection

H.12.12.2.4 Hand protection

H.12.12.2.5 Head protection

H.12.12.2.6 Foot protection

H.12.12.3 The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.

H.12.12.4 Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.

H.12.12.5 The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the Occupational Safety and Health Act or any other safety regulatory requirements.

H.12.13.1 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.12.13.3 Smoke Free Environment

The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.

H.12.14 Delivery of Services

The Contractor shall schedule its service deliveries during times that cause minimum disruption and inconvenience to District agency operations, including District of Columbia Public School (DCPS) operations. Unless otherwise approved by the COTR, the assessment services shall be made weekdays before 6:00 p.m. or on weekends. Upon conclusion of the District of Columbia Public Schools (DCPS) academic year, the Contractor shall have more flexible hours to provide the assessment services.

H.12.15 Communication

At its own expense, the Contractor shall provide electronic pagers, transportable cellular telephones, or any other telecommunication devices adequate to effectively provide a communication link to District officials especially in emergency situations when the need to get hold of contractor personnel is greatest. The names of the individual officers and the telephone numbers for their respectively assigned pager and telephone number shall be provided to the Contracting Officer and the COTR at the start of the period of performance.

H.12.16 Accident Reports

The Contractor shall immediately notify the COTR of any accidents on the job site arising from the performance of this SOW that involve bodily injury to Contractor's employees or District workers or both, building occupants, visitors, or other persons.

H.12.17 Property Damage Notification

Any damage caused by the Contractor or its employees to District property shall be promptly repaired or replaced by the Contractor at the Contractor's expense.

H.12.18 Suspension of Work

H.12.18.1 In the event services are not provided or required by the District because the buildings is closed due to unanticipated circumstances, deductions to the Contractor price normally payable to Contractor will be computed as follows.

H.12.18.2 The deduction rate in dollars per day will be equal to the per month contract price for the building, divided by twenty-one (21) days per month. (This will be adjusted as appropriate if some portion of the Contractor's requirements apply to weekends or holidays).

H.12.18.3 The deduction rate in dollars per day multiplied by the number of days services were not provided or required will equal the total dollar deduction to be made.

H.12.18.4 Deductions will not be made to the extent that the Contractor can demonstrate that payment to employees is required by an incorporated wage determination or union agreement.

H.12.18.5 In the event services are provided for portion of days, appropriate adjustments will be made by the COTR to assure the Contractor is compensated for services provided.

H.12.19 Contract Completion or Termination

H.12.19.1 The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination.

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 appropriations.

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

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

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

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

- I.5.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.5.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.5.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract
- I.6** **CONFIDENTIALITY OF INFORMATION**
The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and Federal laws governing the confidentiality of records.
- I.7** **ESTIMATED QUANTITIES**
It is the intent of the District to secure a Contract for all of the needs of the designated agencies for items specified herein which may occur during the Contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.
- I.8** **DISPUTES**
All disputes arising under or relating to the Contract shall be resolved as provided in the Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 ("SCP"), Article 14: Disputes *Attachment J.1*.
- I.9** **CHANGES**
- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract,

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

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

I.10 NON-DISCRIMINATION CLAUSE

- I.10.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause.) The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- I.10.2** Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:
- I.10.3** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act.
- I.10.4** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
- a) employment, upgrading or transfer;
 - b) recruitment, or recruitment advertising;
 - c) demotion, layoff, or termination;
 - d) rates of pay, or other forms of compensation; and
 - e) selection for training and apprenticeship.
- I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.

- I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- I.10.10** The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.
- I.15.11** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

I.11 RIGHTS IN DATA

A. Definitions

1. **"Products"** - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation,

reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

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

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

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

B. Title to Project Deliverables

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

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.12 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.13 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.14 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including

without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

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

The vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

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

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

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

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

caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
8. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
9. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per

occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

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

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section

prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

GEORGE G. LEWIS, CPPO C/O Keith Giles

Chief Procurement Officer

Chief of Contracts & Procurement

Department of General Services

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

Telephone: (202) 727-2800

E-mail address: keith.giles@dc.gov

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

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

I.15 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as ***Attachment J.8***. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.16 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The

following documents are incorporated into the Contract by reference and made a part of the Contract in the following order of precedence:

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

SECTION J ATTACHMENTS

The following list of attachments is incorporated into by reference.

Attachment Number	Document
J.1	Government of the District of Columbia's Department of General Services Standard Contract Provisions ("SCP") for Supplies and Services Contracts, January 2016
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 16 Dated April 23, 2020
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
J.4	Bidder/Offer Certification revised February 2020
J.5	Department of Employment Services First Source Employment Agreement <i>(as required by law)</i>
J.6	Department of Employment Services First Source Employment Plan <i>(as required by law)</i>
J.7	DSLBD SBE Subcontracting Plan Form <i>(as required by law)</i>
J.8	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
J.9	Tax Certification Affidavit
J.10	Form of Inspection and Testing Reports
J.11	Form of Invoice
J.12A	Group A - Price and Cost Schedules/Compensation
J.12B	Group B - Price and Cost Schedules/Compensation
J.13	Sample List of Equipment Make and Models
J.14	Offerors Past Performance Evaluation Form

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Offeror/Offerors Certification Form *Attachment J.4*

K.2 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the “Act”, as used in this section), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).

K.3 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.3.1 Definitions. As used in this provision:

K.3.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.3.1.2 **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.3.1.3 **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.3.1.4 **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.3.1.5 **Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.3.1.6 **Individual:** means an Offerors/contractor that has no more than one employee including the Offerors/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 up-to two (2) Fixed-Price 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 shall be 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 *This solicitation will be conducted electronically*; proposal will be submitted via email to the Contract Specialist of record, Keith Giles at keith.giles@dc.gov. To be considered, an Offeror must submit all required attachments via email before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals **will not be accepted**.

L.2.2 *Volume I – Technical Proposal* shall be submitted as an individual .pdf file. *Volume II – Price Proposal* shall be submitted in its original state, Microsoft TM Excel .xls file format and finally the *Compliance Documents* listed in **Section [L.2.10]** shall be submitted as individual .pdf files appropriately titled for recognition. The District **will not** be responsible for corruption of **any** files submitted. If a submitted file cannot be viewed and printed as specified, it will not be considered.

L.2.3 The Offeror shall submit the following with its electronic proposal submission: (i) a technical proposal, (ii) a price proposal and (iii) each compliance document identified in **Section [L.2.10]**. **Please note that each attachment is limited to a maximum size of 4 MB. Contractors are permitted to delivery all documents by way of multiple email submissions; however, all emails must be received on or before the submission deadline to be consider.**

L.2.4 The Offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal”, “Subcontracting Plan”, “Past Performance Evaluation Form [Company Name]” etc.

- 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 supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to **fully** meet the requirements in **Section [C]**.
- L.2.6** Offerors shall complete, sign and submit all Representations, Certifications, Compliance Documents and Acknowledgments as appropriate.
- L.2.7** The District will reject any offer that fails to include a subcontracting plan that is required by law.
- L.2.8** Each **Technical Proposal** **must be** organized and prepared as follows:
- i. Table of Contents;
 - ii. Proposals shall be typewritten in 12-point font size;
 - iii. on 8.5" by 11";
 - iv. with each section separated (i.e., Relevant Experience and Past Performance of the Contractor's Team; Relevant Experience of the Contractor's Proposed Key Personnel and Staffing; and Project Team Plan);
- L.2.9** Each **Price Proposal** **must be** organized and prepared as follows:
- i. Completed Price Schedule substantially in form of **Attachment J.12A and J.12B Microsoft™ .xsl format**.
1. ***NOTE: In the opinion of the Department, any material deviations of these forms, Attachment J.12 A and B, 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.***
- L.2.10** Each **Compliance Document** must be organized and prepared as follows and **submitted as individual** .pdf documents:
- i. Offeror/Offeror Certification revised February 2020 – **Attachment J.4**
 - ii. DOES 1st Source Agreement – **Attachment J.5**
 - iii. DOES 1st Source Employment Plan – **Attachment J.6**
 - iv. DSLBD SubContracting Plan Form – **Attachment J.7**
 - v. DOES EEO Policy and Report – **Attachment J.8**
 - vi. Contractors Completed Tax Affidavit – **Attachment J.9**
 - vii. Offerors' Past Performance Evaluation Form(s)- **Attachment J.14 – *The Offeror shall provide no less than three (3) Past Performance Evaluations from its clients as references for providing comparable relative and related services defined by this RFP.***

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in **Section [L.2]** above, the offeror must submit an electronic copy of its proposal, *redacted* in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted along with the electronic copy submission outlined in **Section [L.2.2]**. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be subject to applicable FOIA exemptions.

L.4 PRE-PROPOSAL CONFERENCE

A pre-proposal **Webinar** will be held at [2:00 p.m. EST on Wednesday, July 8, 2020](#)

The Department invites you to participate in the scheduled WebX meeting:

Join the Webx Meeting through the below website link:

Meeting link: [DGS DCAM-21-NC-RFP-0002 Pre-proposal WebX](#)

Meeting No.: 160 585 4162

Meeting Password: G7Gw3pQQUD3 *Case Sensitive*

L.4.1 Pursuant to the DC Mayor's Executive Orders in response to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, the pre-proposal conference will be held via a teleconference/web-x as noted above in **Section [L.4]** above. To participate in the teleconference/Web-x for the subject RFP discussions, please follow the below instructions:

1. Click the WebX Webinar link above and follow the system prompts to pre-register to participate in the July 8th webcast. Once registered, the system will automatically send you a reminder to join the Webinar on Wednesday, July 8, 2020.

L.4.1.1 If the Webinar hasn't started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, you will be automatically joined; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit.

L.4.1.2 Prospective Offerors will be given an opportunity to ask questions regarding this solicitation during the Webinar by using the virtual "*raised hand*" feature. The purpose of the Webinar is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as clarify the contents of the solicitation. All Offerors participating in the Webinar will be instructed to confirm "attendance" through the pre-registration process, properly recording each Offerors'

attendance. The attendance roster will be posted to the DGS website via Addenda to the Solicitation.

- L.4.1.2.1** *Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than **Wednesday, July 15, 2020** six (6) business days following the pre-proposal conference in order to generate an official answer. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the Contract will not be binding*

L.5 FACILITY SITE VISIT/WALK-THRU – *BY APPOINTMENT*

Pursuant to the DC Mayor's Executive Orders in response to the SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, the Department has decided to institute a new policy in regard to site visits. This new policy is to safeguard the health and wellbeing of all (public and private) employees as we combat this pandemic.

Specifically, site visits will be limited to a maximum of 10 persons per site visit. The Contracts Specialist identified in the solicitation will coordinate the site visit. This process will include the Offeror contacting the Contract Specialist and registering to attend the site visit. Each Company will be limited to one (1) individual. Offerors are encouraged to video tape the site visits.

- L.5.1** Each Offeror is encouraged to attend the site visit hosted by the Department which will include a select number of facilities as a representation of those facilities identified under each Aggregate Award Group. The site-visits will offer potential Offerors an opportunity to determine system/apparatus(s) types, manufacturers, models, conditions, etc. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the offeror to fulfill in every detail all requirements set forth herein.
- L.5.2** Prospective offerors attending the site visit are required to bring their own proper PPE (Personal Protective Equipment). Due to safety concerns over the spread and contamination of SARS-CoV-2 Coronavirus (COVID-19), visitors are required to have masks and gloves, etc., while visiting the facility. Visitors that do not have the proper PPE will be not be permitted access to the Facility, with no exceptions.

L.5.3

Scheduled Date/Time for Targeted Facility Site Visit:

Interested offerors are [required to pre-register in advance](#) if they wish to participate in the walk-through of the facility [no later than 3:00 p.m. on Monday, July 6, 2020](#) by emailing the individuals listed below. Please note that Offerors who do not pre-register in advance will [not](#) be permitted attendance for the site-visits and will be turned away for safety reasons. *Again, only one (1) individual from the Offeror's team is permitted to register and attend an individual site-visit.*

Keith Giles, Contract Specialist | Email: keith.giles@dc.gov; and
Kimberly Gray, Supervisory Contract Specialist | Email: kim.gray@dc.gov

DGS will send confirmation via email to those individuals who pre-registered, with the scheduled date and time of their site-visit appointment. Below is a sample of the schedule:

- Select Locations under **Aggregate Group A** – Thursday, July 9, 2020
 - Wilson High School | 3950 Chesapeake St., N.W. – *10:00 AM*
 - Wilson Aquatic Center | 4551 Fort Drive, N.W. – *Immediately following Wilson High School*
- Select Locations under **Aggregate Group B** – Friday, July 10, 2020
 - The Henry J. Daly Building | 300 Indiana Avenue, N.W. – *10:00 AM*
 - MPD 3rd District | 620 V Street, N.W. – *11:00 AM*
 - Fire Engine House No. 9 | 1617 U Street, N.W. – *Immediately following MPD 3rd District*

L.6

EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question by email to the Contract Specialist, Keith Giles at keith.giles@dc.gov. The prospective offeror should submit questions no later than [close of business on Wednesday, July 15, 2020, thirteen \(13\) business days](#) prior to the closing date and time indicated for this solicitation in **Section [L.7]**. The District may not consider any questions received less than [thirteen \(13\) days](#) before the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the Contract will not be binding.

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

L.7 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.7.1 Electronic Proposal Submission

L.7.1.1 Pursuant to the current District of Columbia Government, State of Emergency executive order signed by Mayor Muriel Bowser on March 11, 2020 (and as amended), in response to the current SARS-CoV-2 (COVID-19) Coronavirus-19 Pandemic, all proposals, Volume I – Technical, Volume II – Price and all applicable Compliance Documents ***shall be submitted electronically***, on or before the proposal submission due date, ***Friday, July 31, 2020 no later than 2:00 P.M. EST*** sharp, via email to the following individuals in accordance with the submission requirements as outlined in **Section [L.2] through [L.3]**:

Contract Specialist:

Keith Giles

Email: keith.giles@dc.gov

Supervisory, Contract Specialist:

Kimberly Gray

Email: kim.gray@dc.gov

L.7.1.2 ***RESERVED [Intentionally Omitted]***

L.7.1.3 ***RESERVED [Intentionally Omitted]***

L.7.1.4 ***RESERVED [Intentionally Omitted]***

L.7.1.5 ***RESERVED [Intentionally Omitted]***

L.7.1.6 Telephonic, telegraphic, and or 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 electronic proposal submissions identified in **Section [L.7.1.1]**.

L.7.3 Late Proposals

The District will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals as identified in **Section [L.7.1.1]**.

L.7.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.8.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a Contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

- L.8.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.9 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.10 PROPOSAL PROTESTS

Any actual or prospective offeror or Contractor who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 RETENTION OF PROPOSALS

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

L.13 PROPOSAL COSTS

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

L.14 CERTIFICATES OF INSURANCE

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

GEORGE G. LEWIS, CPPO C/O Keith Giles

Chief Procurement Officer

Chief of Contracts & Procurement

Department of General Services

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

Telephone: (202) 727-2800

E-mail address: keith.giles@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation with is proposal in Bock 13 of the Solicitation/Award Page, Section A.

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.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3

EVALUATION CRITERIA

112-Points Maximum

The Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this RFP for Fire Alarm System/Apparatus(s) Inspection, Maintenance and Repair Services. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation. Offerors are directed to the specific Proposal Evaluation Factors identified herein. 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 the information requested herein, in a clear, concise, factual and logical manner providing a comprehensive description of the required services and delivery thereof. The information requested below for the Technical Proposals shall facilitate evaluation for all proposals submitted. The Technical Proposals 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 identified in the *Scope of Work – Section [C]*.

Each offeror’s proposal will be evaluated, and the Government will make a determination of the relevancy and confidence level using the scales in the Table identified in **Section [M.2.1]**. While the Government will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. The offerors that provide the best value to the Government are based on the results of the evaluation criteria described in the paragraph below which outline the evaluation factors.

M.3.1

TECHNICAL CRITERIA

80 Points Maximum

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

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

M.3.1.1

Relevant Experience and Past Performance of the Contractor and its Team

(20 points)

The Department desires to engage Contractor(s) with a minimum of five (5) years relative experience providing *Fire Alarm Systems/Apparatus(s) Inspection, Maintenance & Repair Services* for multi-asset property portfolios (whether commercial or municipal in nature) in the Greater Washington DC area, that are similar in nature,

scope and complexity as the service requirements identified in **Section [C] – Scope of Work**.

M.3.1.1.1 The Offeror shall identify buildings of which services were provided of similar size, type and complexity as the Prime within the past five (5) years. List a minimum of five (5) contracts within the last five (5) years of similar size, type, complexity and contract scope consistent with the description(s) of services under this contract. The Offeror shall provide the following information for each similar facility:

- i. Name, location and owner of facility
- ii. Description of the work performed by the Offeror; including comparisons to the work of this solicitation and constraints on performance of the work
- iii. Contract amount and time period (start and finish dates)
- iv. Gross square footage (GSF) area for each facility
- v. Name, title, address, email address and telephone number of a verifiable representative of the Owner. The Offeror will be responsible to provide valid and accurate contact information for reference checks.
- vi. Describe the types of problems encountered and how they were mitigated.
- vii. Indicate the percentage and type of contract work performed by subcontractors, if utilized. Describe what aspect of the statement of work was performed by subcontractors.

M.3.1.1.2 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.14**. **The minimum three (3) Attachment J.14's shall be completed and signed in its entirety by the Offerors client.** Offerors will be evaluated based on their demonstrated experience with: **(i)** performing **Fire Alarm Systems/Apparatus(s) Inspection, Maintenance & Repair Services** for such multi-asset property portfolios over the past five (5) years; **(ii)** supervising multiple work crews; **(iii)** experience with, and knowledge of, **Fire Alarm Systems/Apparatus(s) Inspection, Maintenance & Repair Services** operations and equipment; and **(iv)** access to the necessary vehicles, equipment and labor to implement and perform the 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.

M.3.1.1.3 The past performance assessment will assess the confidence in the offeror's team 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 five (5) years from the issuance date of this solicitation. The Government will perform an independent determination of relevancy of the data provided or obtained. A relevancy determination will be made for each of the recent submitted Contracts, but the Government is not bound by the offeror's opinion of relevancy.

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

The Department desires that the Contractor's Key Personnel assigned to this project will have experience in performing the Services contemplated by this RFP including **Section [C.5] through [C.8]** 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/Fire Alarm Technicians and the Dispatcher as contemplated by **Section C.8.1 (1-3)** hereof; and (ii) resumes for each other key staff member on the team, detailing each person's role, relevant experience, and anticipated workload during the Contract Term and (iii) valid copies of all applicable licenses and certifications of its personnel by which is required to perform the services described herein.

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

M.3.1.2.1.1 The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work required under the proposed Contract. Their resumes shall be included. The hours that each will devote to the Contract shall be provided in total and broken down by task.

1. **Project Manager (PM)**: shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of all Services. The PM shall have (i) a minimum of (3) three years' experience in managing the delivery of Fire Alarm System/Apparatus(s) Equipment Assessment, Inspection, Preventative Maintenance and Repair Services for contracts of similar size, scope and complexity, and (ii) demonstrate expertise in NFPA Fire Safety Standards as it relates to the fire alarm system/apparatus(s) service requirements. The PM shall be proficient in managing project delivery and performance of multiple property assets, coordinating and trimming of multiple project schedules, and be proficient in writing and speaking English.
2. **Supervisors/Fire Alarm Technicians**: Shall have (i) a minimum of three (3) years of practical experience with providing Fire alarm system/apparatus Equipment Assessment, Inspection, Preventative Maintenance and Repair Services similar in nature, to the size, scope and complexity of the services

described herein. This individual(s) shall be proficient in writing and speaking English.

3. **Dispatcher:** The Contractor shall have on-staff, at least one (1) Dispatch personnel available twenty-four (24)-hours a day, seven (7)-days a week, three hundred sixty-five (365)-days a year, including all weekends and holidays. The Dispatcher(s) shall serve as the point of contact for dispatching technicians based on service request issued by the Department. This person(s) shall have (i) a minimum of two (2) years' experience of dispatching related functions and (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(s) shall be proficient in writing and speaking English.

M.3.1.2 Project Management Plan

(40 points)

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

- (i) **Scheduling & Assignment of Key Personnel** and their specific roles in managing the services and outline at a minimum the following;
 - a. a description of the Offeror's workforce and how its crews will be mobilized so as to ensure that sufficient workers will be available *and individually identified by Aggregate Award Group.*
 - b. How the Offerors Key Personnel will manage and coordinate with the Department on all services requirements *and individually identified by Aggregate Award Group.*
 - c. Outline staffing, scheduling and the planning of services in the event the Department issues multiple Task Orders, including the number of properties covered by specific key rolls and the staffing level assignment to ensure quality and timely service delivery. *The information shall be individually identified by Aggregate Award Group.*
 - d. Shall include an organization chart that described the staffing plan including all proposed staff *individually identified by Aggregate Award Group.*

- (ii) **Vehicle, Equipment & Supplies** description and availability to the Offeror's vehicle, equipment and supplies available demonstrating its ability to deploy in the case where the Department has a need to issue multiple Task Orders.
- (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 completed timely and to the service level standards identified in the SOW. Provide effective measures for HAZMAT handling and procedures that demonstrate compliance with federal, state, and local laws and regulations; and procedures that are tailored to support these services in accordance with the overall SOW. The Quality Control Plan shall clearly demonstrate the Contractor's full effort to provide both maintenance and supplemental Fire Safety Equipment Assessment, Inspection, Maintenance and Repair Services in accordance with NFPA standards. The QCP shall clearly outline how the Contractor will plan, deliver, manage and self-evaluate services and provide corrective action as required to assure a 95% service performance.
- (iv) **Risk Management** include an acceptable plan that clearly identifies and address specific risks that may impact this program and its successful implementation and long-term management. The plan must demonstrate the ability to identify specific quantitative and qualitative risks and effective mitigation strategies that demonstrate the clear ability to ensure uninterrupted performance at the required level service. The plan must also provide detail regarding subContractor and vendor management that encompasses the entire population of properties.
- (v) **Transition of Services** an acceptable transition plan must identify all actions required for successful implementation of this Contract in accordance with the SOW including phase-in and Contract close-out, phase-out services. The transition plan must provide dates after receipt of award, significant actions, identify actions that may require Government support, and completion of all actions with a specific date for the beginning of acceptance of orders from the Government. An acceptable implantation plan will include how the management plan will be established, implemented and regulated throughout the Contract life to close-out.
- (vi) **Customer Service** an acceptable plan will identify the means by which customer service is to include but not limited to timely response to standard and supplemental service request and or complaints regarding service. The customer service plan shall also address how the Offeror will ensure the availability of technicians, timely completion of Salesforce ticket close out procedures and the Contractors overall methodology and approach to provide world-class customer service.
- (vii) **Special Standards of Responsibility** The prospective contractor must demonstrate to the satisfaction of the District it and its team possess the minimum qualification as outlined hereunder. The Offeror must submit with its proposal

convincing evidence that demonstrates that the Offeror meets the Special Standard(s) of Responsibility. At a minimum, an Offeror must provide the following evidence:

- a. The Contractor must demonstrate the ability to source all parts and materials required to complete service-related repairs within a 24-hour turn-around. The Contractor shall provide such evidence in the form of one or more of the following (i) a purchase agreement, (ii) master supplier agreement, (iii) signed supplier letter acknowledging order on demand relationship.
- b. The Contractor must demonstrate capacity to respond and provide both routine and emergency repair services for multiple locations simultaneously. Such evidence shall be presented in the form of the following: (i) signed commitment letters from multiple employees of whom will be deployed to provide services under this Contract. These letters shall also identify the individual's title, role and term of commitment of no less than twelve (12) months, (ii) list the current number of company vehicles available to deploy for service (a minimum of three (3)), to include vehicle registration and license plates.
- c. The Contractor must provide a copy of its current District of Columbia Department of Consumer Regulator Affairs ("DCRA") Professional Engineers License.

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:

Lowest price proposal

x

weight

=

Evaluated price score

Price of proposal being evaluated

M.3.3

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

M.3.4

TOTAL POINTS

112 Points Maximum

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

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
Criteria A: Technical Evaluation	80

Criteria B: Price	20
Criteria C: DSLBD CBE Preference Points	12
TOTAL MAXIMUM POINTS ALLOWABLE	112

M.4 EVALUATION OF OPTION YEARS

The Department will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total Department's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

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

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

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

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

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

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

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

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

M.5.2 **Maximum Preference Awarded**

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

M.5.3 ***RESERVED [INTENTIONALLY OMITTED]***

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.