

Solicitation/Offer/Award/Contract				a. Caption				Page of Pages		
				TEMPORARY STAFFING SERVICES				1		84
2. Contract Number		3. Effective Date		4. Requisition/Purchase Request/Project No.						
DCAM-21-NC-RFP-0011		See Block 18								
5. Issued By: Kimberly Gray			Code	6. Administered by (If other than line 5) Kianna Shepherd						
Department of General Services Contracts and Procurement Division 2000 14 th Street, 4 th Floor Washington, DC 20009			Department of General Services Contracts and Procurement Division 2000 14 th Street, 8 th Floor Washington, DC 20009							
8. Name and Address of Contractor (No. street, city, county, state and Zip Code)				8. Delivery						
				<input type="checkbox"/> 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		
13. Acknowledgement of Amendments The Offeror acknowledges receipt of amendments to the Solicitation <input checked="" type="checkbox"/> _____ Signature				14. Accounting and Appropriation Data ENCUMBRANCE CODE:						
15A. Item	15B. Supplies/Services			15C. Ext Qty.	15D. Unit	15E. IDIQ MINIMUM \$250.00	15F. IDIQ NON-GUARANTEED MAXIMUM \$950,000.00			
TOTAL AMOUNT OF CONTRACT							TO BE DETERMINED			
16. Table of Contents										
(X)	Section	Description		Page	(X)	Section	Description		Page	
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES						
X	A	Solicitation/Contract Cover Page		1		I	Contract Clauses		52-65	
X	B	Contract Type, Supplies or Services and Price/Cost		3-6		PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	Specifications/Work Statement		7-29		J	List of Attachments		66	
X	D	Packaging and Marking		30		PART IV – REPRESENTATIONS AND INSTRUCTIONS				
X	E	Inspection and Acceptance		31		K	Representations, Certifications and Other Statements of Offerors		67-69	
X	F	Period of Performance and or Deliveries		32-33						
X	G	Contract Administration		34-40		L	Instructions, Conditions & Notices to Offerors		70-78	
X	H	Special Contract Requirements		41-51		M	Evaluation Factors		79-84	
REQUEST FOR PROPOSALS (RFP) PROCUREMENT SCHEDULE										
ISSUE DATE		FRIDAY, FEBRUARY 19, 2021								
PRE-PROPOSAL CONFERENCE		SECTION [L.19] WEDNESDAY, FEBRUARY 24, 2021 AT 11:00 A.M. EST WEBX WEBINAR: [MEETING NO.]: 160 864 8770 [PASSWORD]: MuCwxReR937 DGS DCAM-21-NC-RFP-0011 Pre-proposal WebX								
SITE-VISITS		N/A								
QUESTIONS		SECTION [L.5] FEBRUARY 26, 2021								
PROPOSAL CLOSING DATE		SECTION [L.4] MONDAY, MARCH 15, 2021 AT 2:00 P.M. ELECTRONIC SUBMISSION VIA EMAIL: DGS.GOODS-SERVICES@DC.GOV								
Contracting Officer will complete Item 17 or 18 as applicable										
17. <input type="checkbox"/> 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DCAM-21-NC-RFP-0011 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		
(Signature of person authorized to sign)										



SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The Department of General Services (the "District," "DGS" or "Department") is issuing this Request for Proposals ("RFP") to engage multiple firms (each a "Contractor") to provide temporary technical, non-technical, and skilled employment staffing services to various divisions within the Department on an as-needed basis commencing in the Fiscal Year 2021. Note, staffing assignments may be anywhere from one (1) day or one (1) week, while other assignments may last up to a year. The Department is looking for small business enterprise ("SBE") vendors certified by the Department of Small and Local Business Development ("DSLBD") to fulfill this need. The contractor(s) must have a record of delivering high quality temporary staffing with referrals in a timely manner who will follow the District's rules regarding the coronavirus ("COVID-19") of wearing appropriate facial coverings in the work place and/other Personal Protective Equipment if needed and maintaining six feet distance from other colleagues at all possible times by practicing active social distancing.
- B.2** **TYPE OF CONTRACT**
The Department contemplates award of multiple Indefinite Delivery, Indefinite Quantity ("IDIQ") type Contracts based on fully loaded, *firm-fixed hourly labor rates*. The awarded IDIQ Contract(s) ("Contract(s)") are for the services specified and effective for the period(s) stated.
- B.2.1** Delivery or performance of all services to be provided under the awarded IDIQ Contracts shall be made only as authorized by Task Order(s) issued in accordance with the Ordering Clause, **Section [G.10]**. The Contractors shall furnish to the Department, when and if ordered, temporary staffing services at the rates specified in the price schedule **Section [B.4.1]**, up to and including the aggregate, non-guaranteed maximum quantity of \$950,000.00 as specified in **Section [B.3.1]** for each Award Group in total services based on the Contract established rates under CLINS defined for each Group.
- B.2.2** There is no limit on the number of orders that may be issued. The Department may issue orders requiring performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel any order(s).
- B.2.3** Any order(s) issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order(s). The Contract shall govern the Contractor's and Department's rights and obligations with respect to any and all order(s) to the same extent as if the order(s) were completed during the Contract's effective period.
- B.3** **AWARD GROUPS**
Contract Award(s), if made, may be to multiple Contractors who submitted proposals for those items indicated by "Award Group" herein. Offerors may bid on one (1), all or any other combination of the Award Groups as seen fit; however, the Offeror shall do all of the following to be consider for evaluation for an award:

- (i) Offerors must provide a Technical Proposal and Price Proposal(s) and compliance documents for ***each*** Award Group it intends to be considered for evaluation and resulting award;
- (ii) Offerors must propose directly hourly labor rates for all Contract Line Item Numbers (CLIN) within a specific Award Group of which it intends to be considered for award. Failure to provide pricing for all CLIN's within an Award Group including the base and all options will result in a proposal being deemed non-responsive and removed from further evaluation in consideration of award.

e.g. – Offeror X would like consideration for Award Group A and Award Group C – the Offeror shall provide a technical proposal that clearly demonstrated its capacity to provide services in both Award Groups A and C. Additionally, Offerors shall provide fully completed Price Schedule and compliance documents for both Award Groups A and Group C.

B.3.1 Award Groups and Minimum Ordering and Aggregate, Non-guaranteed Ordering Limits

Award Group	DESCRIPTION	MINIMUM ORDERING VALUE	AGGREGATE, NON-GUARANTEED MAXIMUM ORDERING VALUE
GROUP A	Non-Technical	\$250.00	950,000.00
GROUP B	Skilled	\$250.00	950,000.00
GROUP C	Technical	\$250.00	950,000.00

B.3.1.1 The Department will order, and the awarded Contractor(s) shall deliver, at least the minimum of \$250.00 in fully loaded hourly labor rates, and the Department may order the aggregate non-guaranteed maximum under each Award Group as specified above in **Section [B.3.1]** of all services described herein, during the Base Period and each of the Option Periods. Thus, for the avoidance of doubt, the stated minimum and aggregate, non-guaranteed maximum ordering values are applicable per Base and Option Periods.

B.4 PRICE SCHEDULE

The firm-fixed hourly labor rates, for all temporary staffing services shall be the Contractor's sole method of compensation and as such, shall be sufficient to cover (fully-loaded) all of the service requirements including, but not limited to, labor, materials, tools, supplies, program management, performance management, licenses, permits, subcontractor cost, home office cost, G&A (general and administrative expenses), insurance coverage and provisions as required by **Section [I.14]**. The Contract Price shall include all increases for the base and option years in its original proposal 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 for the Base Period and any 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 Award Group A, B, C **See Attachment J.11 [a,b,c]**

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 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 Department's primary objective for this RFP is to obtain qualified and competent temporary personnel regularly. The scope of services outlined in this RFP represents an outline of the services which the Department anticipates the Contractor(s) will perform.

The Department intends to award multiple firms to provide temporary staffing services to various DGS divisions on an as-needed basis. Temporary staffing services shall include technical, non-technical, and skilled employees, as defined in Section [C.5.1.]. The selected Contractor(s) shall be required to provide highly qualified, experienced temporary personnel on a short-term (less than twelve months) to work at various District premises or at specific worksites to assist in meeting the Department's staffing requirements. The Contractor(s) shall be the legally responsible employer(s) of the temporary personnel and shall maintain that relationship when its temporary staff is assigned to the Department.

The awarded Contractor(s) must provide all labor, materials, equipment, management, recordkeeping, reporting, and other services necessary for a base period and up to four (4) additional one (1) year option periods. Additional labor categories are not anticipated; however, given the dynamic nature of the scope of work, and the duration of this future contract, unforeseen circumstances may necessitate labor categories throughout the ordering period of this IDIQ contract.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Federal Law	Occupational Safety and Health Act (OSHA) https://www.osha.gov/laws-regs/oshact/completeoshact	Most Recent or as amended
2	Federal Law	Section 504, Rehabilitation Act of 1973 https://www.dol.gov/agencies/oasam/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973	Most Recent or as amended
3	Federal Law	American with Disabilities Act (ADA) http://www.usdoj.gov/crt/ada/pubs/ada.htm	Most Recent or as amended
4	Federal Law	Health Insurance Portability and Accountability Act (HIPAA) http://aspe.hhs.gov/admsimp/pl104191.htm	Most Recent or as amended

5	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended, Contracts and Procurements https://www.dcregs.dc.gov/Common/DCMR/ChapterList.aspx?titleId=13	Most Recent or as amended
6	DC Law	Procurement Practices Act https://ocp.dc.gov/page/laws-regulations1	Most Recent or as amended

C.3 DEFINITIONS

C.3.1 Temporary: Shall be defined as a person(s) recruited and hired by the Contractor(s) to provide temporary staffing services. For this solicitation, temporary is defined as a minimum of one (1) day to a maximum of twelve (12) months or 365 days.

C.3.2 Overtime: Shall be defined as any time approved in advance by District over forty (40) hours per standard workweek. Weekend work should not be considered overtime unless the hours worked are more than forty (40) hours for that workweek. The pay rate for approved overtime hours shall not be higher than one-half times the regular pay (time and one-half). For a temporary employee to work overtime, the individual must be assigned this task from their Supervisor with approval via their Contracting Officer's Technical Representative ("COTR") and the Office of the Director, who will track their hour to ensure that the staff does not exceed 160 hours in one calendar month unless there are concerns with capacity with another team or Contractor(s).

C.3.3 Initial Placement Response: Defined as a return call and e-mail to the requester to review the requirements and develop a timeline for placement. Reference Section [C.5.3].

C.4 BACKGROUND

DGS, comprised of several divisions (e.g., Portfolio Management, Facilities Management, Capital Construction, Sustainability + Energy, Contracts and Procurement, Protective Services, Information Technology, etc.), collectively employ over 700 full-time employees. While some divisions rarely utilize temporary employees, others may use such services several times a year. The District does not guarantee any minimum hours of utilization for temporary employee services. Work-based facilities are located throughout the DC area (e.g., 2000 14th Street NW, 64 New York Avenue NE, Adams Place NE, S Street Warehouse, and RFK Stadium, etc.). This contract(s) may require staff to travel to District public facilities, including schools and recreation centers, etc. to perform services. This contract shall be exclusive only for the types of work described in Section C.5.1.1. If other services are needed, the Contractor(s) will be contacted and provided an opportunity to accept.

C.5 REQUIREMENTS

C.5.1 The District is seeking multiple Contractor(s) to provide fully qualified and adequately trained temporary personnel for a variety of technical, non-technical, and skilled positions listed in Section [C.6].

C.5.1.1 Temporary employees may cover a wide range of occupations, including but not limited to the following occupational categories listed below. The professional groups identified below do not reflect any specific classification groupings. No guarantee of actual service requirement is implied or expressed by these category groupings. The District's actual need shall determine service requirements.

1. **Group A-Non-Technical:** office/clerical, administrative support, and light industrial.
2. **Group B-Skilled:** skilled craft workers with standard hand tools of their trade, laborers, and mechanics, maintenance, and repair specialists.
3. **Group C-Technical:** IT personnel, contract specialists, purchasing agents, building performance and data specialists, policy advisors, estimators, planners, professional writers.

C.5.1.2 Temporary Staff shall be able to:

- a. Communicate effectively, both orally and in writing, including preparing high-level oral and written analytical reports in the English language;
- b. Exhibit professional customer service skills, such as telephone etiquette, face-to-face communications with internal and external customers, and the like; and
- c. Effectively operate office equipment such as copiers, facsimile machines, computers, printers, and the like.

C.5.2 **Staffing Requests.** As needed, the District will request temporary personnel as needed from awarded firms. The District has the right to issue requests to any of the firms of its choosing without firms' rotation. The request may include the position title and description, required education and experience, start date, approximate end date, work hours, and assignment location.

C.5.2.1 The District does not typically provide detailed written job description when requesting temporary employees. In the event the District requires specific training, the Contractor(s) can require the District to provide a detailed written job description for these instances. If the Contractor(s) request specific alternative language to be included in the District's final contract, Contractor(s) must submit their desired response. Note, the aforementioned is at the discretion of the District to incorporate in the final language of the contract.

C.5.2.2 If requested, the Contractor(s) shall assist any District employee who cannot determine exactly which category of personnel is needed. District staff will provide details about the tasks to be performed, and the Contractor(s) shall instruct the District which category best reflects the needs.

C.5.3 **Response to Staffing Requests.** The Contractor(s) shall respond within two (2) hours after the initial placement request and the requisition has been approved in PASS by the

District. The initial placement response is defined as a return call to the requester to review the requirements and develop a timeline for placement. Within a maximum of two (2) business days, Contractor(s) shall provide the District's requestor with a viable temporary employee or, if requested, resumes of viable temporary employee available for assignment. The Contractor(s) shall provide the appropriate contact person ("Account Manager") and phone numbers, which the District can call to request. Answering machines or voicemail systems are not acceptable.

- C.5.3.1** Depending on the length or type of assignments, resumes and interviews may be requested. The District reserves the right to interview candidates by phone or in person at its sole discretion. The District reserves the right to reject any personnel if the personnel's skill level does not meet the job qualifications at the District's discretion. The District may request further candidates, if necessary.
- C.5.3.2** The District will attempt to give approximately a week's notice before the beginning of the assignment. However, its business's nature is such that staffing demands can change rapidly, and the District may need temporary staff on a much sooner.
- C.5.3.3** The primary Contractor(s) may request additional time beyond the two (2) business day period. The District reserves the right to grant or deny the time extension.
- C.5.3.4** If the primary Contractor(s) is unable to commit to the job request and provide the required workforce within the timeframe specified, the District will cancel the request and place the request with a secondary Contractor(s). The same procedures shall apply to the secondary Contractor(s). If the primary or secondary Contractor(s) are not able to fulfill the request, the District shall fill the requirement by soliciting other qualified sources. An unfulfilled request does not relieve the primary or secondary Contractor(s) from the performance of its contractual obligations under this contract.
- C.5.4** **Staffing Placement.**
- C.5.4.1** The District shall assign tasks, have direct control over the daily activities, and determine the acceptable quality of the work performed by the Contractor(s) temporary employee assigned to the District. Temporary employee should be available for the entire length of the assignment. Every attempt must be made to minimize staffing gaps.
- C.5.4.2** **Off-Site Work.** Generally, all work shall be performed on the District's property. By mutual, written agreement between the Contractor(s) and Contracting Officer or the COTR, specific projects may be completed offsite at District properties.
- C.5.4.3** **Replacements.** If any such temporary employee placement fails to adhere to District's directives or demonstrates that they are not qualified to perform the required duties, the District shall notify the Contractor(s), who shall replace such temporary employee no later than the following business day. The Contractor(s) shall waive all charges, rates, and fees if a temporary employee is unacceptable to the District and Contractor(s) is notified by the District within the first eight (8) hours after temporary employee reports to the District for the assigned duty.

Upon notice by the District, the Contractor(s) shall furnish replacements for any personnel deemed unacceptable by the District. A replacement will be requested if assigned staff do not perform the tasks as required, has poor attendance, or has engaged in misconduct. Examples of misconduct include, but are not limited to, verbal or physical altercations, improper use of government computers or networks, excessive use of phone or computers for personal business, theft or misuse of government or other's property, or the disclosure of any confidential information.

- C.5.5 Work Product.** Any work products such as, but not limited to, reports, drawings, graphs, or charts, produced by Contractor(s) temporary employee as part of the services rendered under this agreement shall be provided to and be the District's sole property. Contractor(s) and temporary employee shall not release such work or other information obtained or produced under this agreement without the District's prior written consent.
- C.5.6 Hours of Work.** Unless specified otherwise, Contractor(s) temporary employee shall work forty (40) hours per week, between Sunday and Monday, **excluding** holidays, days when the government is closed for inclement weather, and days appointed by the Mayor. Each designated Division will assign hours; however, it shall be no earlier than 8:00 AM and no later than 6:30 PM.
- C.5.6.1 Overtime.** Overtime may be required from time to time at the sole discretion of the Division. If overtime is authorized, overtime will be paid at one and a half (1-1/2) times the contracted rate for any time worked *over* forty (40) hours in one week.
- C.5.6.2** Note, all overtime requests **must be approved** by the Deputy Chief Operating Officer or Chief Operating Officer, **prior** to the COTR granting approval.
- C.5.7 Timecards.** The Contractor(s) shall supply all temporary employee with timecards or a protocol for time management. Hours worked will be signed on a daily or weekly basis by a District supervisor. The District will pay only for actual hours worked at the designated District location. The District will pay no other expenses or allowances.
- C.5.7.1** Contractor(s) shall reimburse District for any improper charges, resulting from fraudulent time cards prepared by Contractor(s) temporary employee, which have not been signed and approved by the District's authorized representative are discovered within one (1) year after payment by District.
- C.5.8 Conduct.** It is expected that all temporary employee will dress appropriately for the type of job assigned, demonstrate proper personal grooming, and act professionally and courteously. Some personnel may be assigned to positions where confidential contractual or financial information is available and may be asked to sign confidentiality agreements or non-disclosure agreements.
- C.5.9 Screening.** The Contractor(s) shall adequately screen and document all temporary employees referred to the District to confirm the appropriateness of their working in a public facility and their fitness for the assigned duty (or duties) to be performed. Screening

shall include, but not be limited to, background checks, drug testing, and reference checks. The District reserves the right to request multi-county background checks and national background checks. The District may also require random driver's license checks verified through the motor vehicle department to validate an active license and good driving record. Any costs associated with those screenings shall be the Contractor(s) responsibility. The District may request confirmation of such testing and the documented results and has the right to not accept an applicant upon Agency Human Resources review.

- C.5.9.1** Before performing services, temporary employee must bring their background check results and submit them to the COTR on the first day at the job site.
- C.5.10** **Employment.** The Contractor(s) shall employ all temporary employee.
- C.5.10.1** Temporary employee furnished by the Contractor(s) are *not* entitled to participate in any of the District's employment plans or benefits.
- C.5.10.2** The District does not intend to require current temporary employee contracted by other temporary employment agencies to contract with the District's awarded Contractor(s). The District may provide this as an option to the temporary employee if it is in the District and the temporary employee best interest. Otherwise, the current temporary employee contract between the District and their employment agency shall remain in force until terminated.
- C.5.11** **Direct Hire Recruitment.** The District may hire any temporary employee on a part-time or full-time basis after ninety (90) days of continuous temporary employment without a fee paid to the providing Contractor(s).
- C.5.12** **Confidentiality.** During the term of this contract and after that, the Contractor(s) will keep all information about DGS confidential unless such information is open to the public under local, state, and federal law. The Contractor(s) shall not use any such information to the detriment of DGS, the District, or its officers or employees.
- C.5.13** **Taxes and Compliance.**
- C.5.13.1** Throughout the course of this contract, the Contractor(s) shall comply with all State, Federal, and local laws (including the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) as to treatment and compensation of its employees.
- C.5.13.2** Under no circumstances shall the District be held responsible for handling any associated payroll costs and tax obligations, including, but not limited to, Federal income tax withholding, FICA, State income tax withholding, or unemployment compensation. The District shall be responsible solely for their contractual obligation to the Contractor(s).
- C.5.14** **Contractor(s) Account Manager.** The Account Manager is a key player and is responsible for the overall success and establishing a relationship with the District. The Contractor(s) shall assign a highly qualified and experienced Account Manager to DGS. It is preferred that the Account Manager have at least three (3) years of experience as an

Account Manager for administrative staffing. The Account Manager shall familiarize him/herself with DGS' culture and environment to ensure appropriate placements. The Account Manager and Recruiter must meet with the Chief of Contracts and Procurement or the COTR. Therefore, it is highly preferred that the Account Manager and other key personnel be located in the metropolitan Washington, DC area.

C.5.15 Hourly Rate. The hourly rate for minimum wage positions may be increased if there is an increase in the Federal minimum wage. The amount of increase in the hourly bill rate shall not exceed the amount of the increase in the pay rate to the temporary employee and shall not exceed the minimum wage increase. The District shall only adjust those positions that are paid the Federal minimum wage rate.

C.5.6 Qualifications of Contractor(s)

C.5.6.1 Contractor(s) must demonstrate that they are financially stable and have been in business, providing similar service for at least the last three (3) years. The Contractor(s) shall provide proof of a positive balance sheet and profitable business operations for two (2) of the previous three (3) years.

C.5.6.2 Contractor(s) shall include in its proposal, responsibilities, and relevant experience of the person(s) who will be actively engaged in the District's placement process.

C.5.6.3 Contractor(s) shall list the approximate number of active and qualified temporary employees currently available for each classification group identified in Section [C.5.1.1] or another report by classification type accessible through the Contractor(s) current reporting system.

C.5.6.4 Contractor(s) shall provide, at a minimum, three (3) comparable references of ongoing work being performed. These references must be for entities in which temporary employee have been delivered successfully consistently.

C.5.6.5 Contractor(s) shall provide three (3) recent clients managed by the proposed Account Manager with the date of latest engagement, client's contact name, phone number, and position title. The Account Manager shall not provide unsolicited requests to any department within DGS. The Account Manager shall provide quarterly (or otherwise agreed upon interval) usage reports, assist in resolving billing inquiries, and respond to all District inquiries. By submitting the Account Manager's name, the Contractor(s) is committing the individual to DGS for the contract period. No personnel change will be permitted without prior notification to the Department.

C.6 TEMPORARY POSITIONS; MINIMUM REQUIREMENTS

C.6.1 *Non-Technical*

C.6.1.1 Receptionist

The Receptionist shall greet visitors, determine the nature of visits, and direct visitors to appropriate persons as appropriate, utilizing the necessary social distancing protocols. The

Receptionist may also have other duties such as recording and transmitting messages, keeping records of calls placed, providing information to callers and visitors, making appointments, keeping a log of visitors, and issuing visitor pass. In this position, one may also work on a computer and perform other routine clerical work that may occupy a significant portion of the worker's time. Must possess, at minimum, a High School diploma.

C.6.1.2 Administrative Assistant

The Administrative Assistant (“AA”) shall know a wide variety of administrative procedures dealing with all aspects of financial management and budgetary controls imposed on the administration's operations to determine how state and local agencies utilize resources. The AA shall have a necessary foundation of administrative concepts and practices sufficient to enable the incumbent to recommend changes in organizational policies devise and install procedures and office practices, and foresee administrative problems and requirements; shall have a general knowledge of and experience using current Windows Applications and knowledge of computer operations (ability to enter the system, search and print appropriate information, and input information, e.g., vouchers, requisitions, actions, etc. into forms and tables; and shall have the ability to communicate effectively, both orally and in writing.

C.6.1.3 Clerical Assistant

The Clerical Assistant shall possess the skills and experience to perform the following duties: answering and directing phone calls, making phone calls, taking and distributing messages; organizing and scheduling appointments, organizing and coordinating meetings; handling inquiries and incoming work requests; reviewing files and records to answer requests for information; checking and distributing documents and correspondence; receiving, sorting and distributing incoming mail; maintaining filing systems; compiling records of office activities such as photocopying, scanning and faxing, sending e-mails; preparing and sending outgoing mailings and packages; typing documents and correspondence; checking and entering data, updating and maintaining databases, coordinating work-flow; controlling essential accounting functions such as checking invoices and making deposits, managing petty cash; monitoring and ordering and inventory of office supplies; and keeping the office area neat and tidy.

C.6.1.4 Cashier at Eastern Market (Weekends Only)

The Cashier shall be responsible for detailed input and reconciliation of all methods of payment from all vendors. The hours of this position typically run from 8:30 a.m. to 11:00 a.m. Saturday and Sunday. This allows for 30 minutes of set up before collection begins at 8:30 a.m. and 30 minutes of breakdown of equipment and processing after each shift is complete. The Cashier will be required to have knowledge of the DC Government cashiering system; a high level of integrity; ability to work with a diverse group of people; and an ability to provide excellent customer service.

C.6.1.5 Operations Support Staff at Eastern Market

C.6.1.5.1 The Operations Support Staff will provide daily support to Market Manager; the duties and responsibilities include the following:

- Monitoring parking and loading in the front and back of the market;
- Addressing issues with the Eastern Market facility;
- Substituting for staff members when they take time off;
- Resolving issues and complaints from customers, vendors, merchants, etc.;
- Interacting with other DC agencies such as DGS Facilities Maintenance Division, DGS Protective Services Division (“PSD”), Metropolitan Police Department (“MPD”), etc.
- The weekly scheduled work required for this position is on Tuesdays and weekends.
- Staff will also be required on an on-call basis during the week.

C.6.1.5.2 Knowledge required includes:

- Broad understanding of Eastern Market people, facility, and community;
- Ability and willingness to support in any way required;
- Ability to work with a diverse group of people;
- Flexibility regarding hours, workload, customer relationships, etc.
- Ability to provide excellent customer service.

C.6.1.6 North Hall Event Monitor at Eastern Market

The North Hall Event Monitor will provide on-site, day-of support to clients renting the North Hall. The hours of this position can run typically from 3pm-7pm on Saturdays during the peak season but depends on event bookings. This position shall have the ability to work with a diverse group of people and the ability to provide excellent customer service.

C.6.2 *Skilled*

C.6.2.1 Maintenance Worker – Grounds

Grounds Maintenance Worker maintains grounds and structures in and around areas throughout the District, such as buildings, camp and picnic grounds, parks, playgrounds, greenhouses, and athletic fields, and repairs structures and equipment, performing one or more of the following tasks: cut and maintain grass areas (utilizing a variety of power tools), edge sidewalks, cultivate the soil, plant grass seeds, spread fertilizer, pull weeds, trim hedges/shrubbery, water the grass and spray foliage, rake and remove leaves; remove snow and ice from walk ways, steps, driveways, etc., cultivate soil, and fill in holes under swings and play equipment to prevent formation of puddles of water and erosion damage. Job duties also include the following: repairing and installing fences; repairing and installing cement and asphalt; making minor carpentry repairs such as tamping loose and protruding nails, tighten loose screws, repair coat hooks, tighten bolts on benches, ping pong and pool tables, repair sagging floor boards, replace missing ceiling and floor tiles; performing brush/roller painting using ready prepared paints and preservatives as needed; and performing special field activity duties as required to prepare ball fields for season sports events. This Grounds Maintenance Worker repairs all play equipment found on recreation facilities which include swings, slides, whirls rockets, metal plaster or timber construction; checks and inspects conditions of buildings and grounds for state of repair, work accomplishments, vandalism and reports findings; and helps to remove snow from in front of buildings and along sidewalks.

C.6.2.1.1

Skills and Knowledge

- Skilled in general maintenance techniques in landscaping and carpentry; basic knowledge of woodworking techniques and ability to construct and install materials according to specifications.
- Must be skilled in using a variety of tools such as mowers, grinders, cut blades, drill saws, generators, hand tools, portable electric tools, bench mounted power tools, soldering equipment, saw drills, palm sander, belt sander, wire cutters, etc.
- Must have the ability to add, subtract, multiply, divide, and work with simple fractions; in addition to the ability to read and follow wiring diagrams and sketches.

C.6.2.1.2

Responsibility

The Grounds Maintenance Worker selects tools, decides on methods and techniques to use, and carries out the work independently. This Worker uses materials that are specified in work orders or obtains replacement parts. The Worker determines the sequence of work, the general methods and techniques, and the tools required. The supervisor gives advice on unusual problems and checks to see that completed work meets requirements.

C.6.2.1.3

Physical Effort

Strenuous physical effort is sometimes required when handling heavy and bulky materials. The Worker may lift equipment weighing over fifty pounds. Frequently, work requires standing for extended periods while operating equipment, stooping, crawling, or bending.

C.6.2.1.4

Working Conditions

Work is performed in all types of weather conditions and subject to dusty and dirty conditions. The Worker is also subject to injuries from falls or the dropping of moderately heavy items, cuts, bruises, and electrical shock.

C.6.2.2

Maintenance Worker – Janitorial

The Janitorial Maintenance Worker performs a variety of general maintenance work and custodial tasks in District facilities in an orderly, safe, and sanitary manner. These tasks include, but are not limited to the following:

- *Plumbing*: Minor repairs on the portable water and sanitary systems and the work may also include small repairs pipes and plumbing fixtures. The Worker may also be required to assist higher-level workers or supervisor with soldering, sweating, brazing, and compression and replacing screw-type fittings and plastic piping and tubing.
- *Electrical*: Make minor repairs related to low voltage electrical systems, machinery, and equipment. The incumbent may be required to assist higher-level workers or supervisor replacing electrical switches, receptacles, ballasts, breakers, motors, pumps, starters, contractors, and other electrical equipment.

- *Painting:* Assignments involve all types of painting with brushes, rollers, and sprayers, etc. Paints all types of interior and exterior surfaces, preps new surfaces for painting by ensuring the smoothness of the surface, utilizing primer when needed; the supervisor ensures that the surface is level and based on the shape of what is being painted, the incumbent receives specific instructions on choosing the best instrument or painting tool to use and with selecting the proper type of interior and exterior paints in accordance with the intended purpose and color requirements; removes old paint prior to repainting surfaces when necessary. Assists with glazing glass areas and works with putty and filler materials and paint lines on gymnasium floors when required.
- *Carpentry:* As instructed, the Worker assists or makes minor repairs to counters, floor tiles, stairs, casings, window frames, cabinet doors, shelves and various other minimal carpentry repairs.
- *Tile Setting Work:* Assignments involve laying various types of tile rubber, asphalt, or linoleum tile to cover floors. This entails removing old tile by scraping and chipping away hardened adhesive using chisels, hammer and screw driver; removing base board, molding and embedded articles of stone and metals; reconditions sub-flooring when found to be deteriorated by sanding, patching, replacing and/or underlaying total coverage with minimum waste of tile materials. The supervisor provides the calculated amount of materials needed; installs tile by matching the tile with existing tile and /or is instructed on how to cut tile to fit irregular shaped areas. The incumbent may also use sand, bricks, and cement when required.
- *Custodian Work:* Assignments involves collecting and disposal of all accumulated trash (picking up trash, emptying trash cans and other trash receptacles), burns trash in the incinerator or bag trash for pick-up, sweeping (classroom, hallways, stairwells, multi-purpose rooms, cafeterias, etc.), mopping, waxing, buffing, burnishing and sanding stripping and refinishing hard floors (including wood); scrubbing walls; routine cleaning of restrooms, classrooms and offices; removes indelible ink and stains by using strong cleaning solutions or by spot painting where necessary; and shampoo and spot clean carpet. Washes windows (performed approximately three (3) or four (4) times a year). Dusts lockers, desks, ledges, chairs, and stair railings, etc. Maintains the cleanliness of the restrooms at all times and reports leaks and non-working sinks, commodes and urinals.
- Daily checks and inspects the buildings and grounds for cleanliness, state of repair, work accomplishments, theft, and vandalism and reports on findings.
- Frequently check all areas for proper operation of vents, radiators, and thermostats for schools receiving heat and hot water from outside sources. This may require removing trash and other debris from ducts, vents, and other heating, ventilation, and air conditioning equipment. Informs the supervisor of inadequate conditions of cooling, heating, and hot water equipment.

- Maintains the gymnasiums by keeping it clean, which consist of sweeping, scrubbing, waxing, and buffing floors.
- May be required to call central control to have the school's burglar alarm system turned on or off as appropriate and assist with resetting fire alarms and bell systems by checking all stations throughout the school.
- Works with teachers and other faculty members in arranging furniture in offices, classrooms, etc. Informs the supervisor of requests for making arrangements to move large heavy equipment from one location to another. This may include laboratory and shop equipment, desks, tables, chairs, files, audio-visual materials, projectors, screens, TV speakers, film cases, books, supplies, stage setup-ups, microphones, and speakers for scheduled activities/events and removal of milk containers from schools that have milk programs.
- May be required to perform or assist with converting all-purpose rooms when being used as cafeterias, playrooms, gymnasiums and auditoriums, etc. and folding and storing tables.
- And, performs other related duties as assigned.

C.6.2.2.1 Skill and Knowledge

- *Plumbing:* Ability to learn standard plumbing methods and techniques such as measure, cut, bend, and thread pipe and tile, and caulk and seal such things as elbows, union joints, tile pipe, faucets, and shower drains remove clean, reinstall , or replace joints and fixtures, for example traps, faucets, and unions. Ability to add, subtract, multiply, divide, and work with simple fractions. Ability to learn how to utilize tools and equipment such as tapes, rules, hacksaws, hand and power pipe threaders and cutters, packing and caulking irons, and pipe wrenches.
- *Electrical:* Ability to perform minimal/limited electrical work. Ability to learn how to make repairs that can be accomplished by removing, replacing, tightening fixtures such as broken and bare wiring, burned out switches and relays, loose connections and fittings, and damaged light fixtures. Ability to complete needed repairs to installed systems, such as outlets, switches, light fixtures, regulators, and circuit breakers.
- *Painting:* Ability to learn how to prepare standard surfaces and coating methods and techniques, e.g., removing such things as rust, dirt, and old paint from surfaces so that coating materials will adhere properly. Ability to sand wire brush, scrape, spackle, and putty surfaces; brush out roll on, and spray coating materials. Ability to read and follow oral directions that explain, for example, how to apply and use prepared solvents and thin and stir coating materials, and use tools and equipment such as scrapers, wire brushes, putty knives, sandpaper, paintbrushes, rollers, and spray guns.

- *Carpentry*: Ability to learn how to utilize woodworking techniques such as basic shop mathematics and measuring tapes squares, levels, and other carpentry tools to lay out, measure, cut, construct and install materials according to dimensional requirements and specifications. Ability to learn how to operate a variety of hand and power tools such as hammers, hand saws, drills, planes, routers, screwdrivers, power nailers and fasteners, glue guns, metal shears, screw guns, power saws, and power sanders and planes.
- *Tile Setting*: Ability to learn how to lay and remove various types of tile. Ability to learn how to use chisels, hammers and screw drivers; and reconditions sub-flooring by sanding, patching, replacing and/or under-laying total coverage of the flooring.
- *Grounds Maintenance*: Ability to learn how to utilize a power mower, trimmer/weed wacker, and edger. General knowledge of cultivating soil, planting grass seeds, spreading fertilizer, and trimming hedges and shrubbery. Skill in utilizing normal grounds maintenance tools such as rakes, shovels, wheel barrels, push brooms and snow blowers.
- *Custodian*: Ability to perform all cleaning duties independently and without instruction. Knowledge of the proper uses of a variety of special cleaning and sanitizing solutions and must be able to remove different kinds of stains from a wide variety of surfaces. In addition, the ability to clean and make adjustments to powered cleaning equipment. Ability to use ordinary cleaning tools such as brooms, mops, buffers, waxers, sanders, etc.
- An ability to follow oral and written instructions.
- Ability to read and interpret equipment manuals, instructions and techniques.
- Ability to operate and maintain all tools of the trade such as sickle bars, pruning tools, power mowers, and electric tools and equipment.

C.6.2.2.2 Responsibility

- Supervisor assigns the work, provides oral and/or written instructions to follow. The supervisor orientates, teaches, and demonstrates all phases of work. The incumbent is expected to carry out basic and minimal routine assignments. General maintenance assignments (plumbing, electrical, painting, and carpentry) require direct supervision and special assistance in carrying out assignments.
- The supervisor occasionally spot checks custodial and grounds maintenance assignments and provides direct supervision and guidance while work is in progress. Final review of the work performed is to check to see if the overall work meets accepted trade standards and is completed in a timely manner. Supervisor is available (via telephone, two-way radio, or in person) to advise incumbent during problematic or difficult work situations.

C.6.2.2.3

Physical Efforts

The work involves a wide range of grounds and housekeeping and general maintenance functions for schools and facilities, which involves moving heavy equipment/furnishing, climbing ladders, bending, stooping, long periods of standing. Good hand and eye coordination is required and the Worker must be physically fit to carry out assignments. Frequently, the Worker will be required to lift and move objects weighting up to fifty (50) pounds and occasionally with assistance of special equipment or other workers up to ninety (90) pounds when handling tiles, sand, brick, and cement.

C.6.2.2.4

Working Conditions

Building and general maintenance work is normally performed indoors, and grounds maintenance is performed outside during all four seasons in all types of weather. Based on the assignment the incumbent is confronted with a variety of conditions such as extreme heat and cold. Also, the Worker is subject to receive abrasions, cuts, splinters and bruises, fall off ladders, strains, and bumps or fume inhalation when exposed to strong cleaning chemicals.

C.6.2.3

Central Communications Center - PSD

The Contractor shall provide ample training to all new hires to ensure that they are able to meet the needs of the respective position. This entity is responsible for fully staffing the PSD Central Communications Center (“CCC”) which encompasses monitoring and taking the appropriate response to the District-wide electronic security systems i.e. intrusion detection, Closed Circuit Television (“CCTV”) surveillance, emergency call boxes, elevator monitoring etc., receive radio and telephone calls, request dispatch for MPD, PSD and contract security personnel, and make notifications to key members of the PSD staff and external support agencies, i.e. fire and police departments, and other key personnel as identified or directed.

In addition to the aforementioned, the Contractor must support normal CCC activities and be able to support these activities during holidays, periods of inclement weather or declared emergencies (actual or exercises). That is, if it becomes necessary to temporarily relocate to a selected alternate site for emergency or test scenarios, the Contractor must be able to support, and extend normal CCC operations to the alternate location. Note, this position is not approved to receive overtime. Lastly, all contractors are must uphold federal and local labor laws regarding scheduled breaks.

C.6.2.3.1

Shift Schedule. The Contractor shall provide two (2) temporary personnel per shift at all times at the PSD HQ and one (1) at the JWB CCC location as CCC Monitors; and one (1) temporary personnel as Training Coordinator. PSD reserves the right to change the times or locations of the shifts. Contractor agrees that the Services to be performed by it herein, including the locations and areas where Services are to be performed, the hours for which such Services are to be maintained, and the number of trained, equipped and qualified personnel to be furnished by the Contractor hereunder shall be subject to the approval of PSD. Contractor agrees that the scheduled work hours and days of Services may be changed at any time, without any penalty to PSD, provided PSD gives ten (10) business days’ notice of any changes except in emergencies.

C.6.2.3.2 Disincentive Fee Schedule - (Monetary Adjustments – Fines/Fees)

- Contractor Failure to Sign In and Out daily..... \$50.00 per incident
- Contractor Failure to maintain Training Records..... \$100.00 per employee
- Unstaffed Position..... \$100.00
- Late for assignment \$50.00 per hour
- Non-Performance of Contractors Duties..... \$100.00 per incident
- Failure of Contractor to remove, replace staff at the request of the COTR..... \$100.00 per hour
- Failure of Contractor employee to devote full time and attention to duties, playing video games, watching television or movies, sleeping, being otherwise distracted from required duties..... \$200.00
- Failure to maintain evidence of eligibility to perform under the contract..... \$100.00
- Failure to Maintain required staffing..... \$250.00
- Contractor submission of false affidavits, records or certifications for training verification will result in assessment amount of \$1000.00 per incident.

C.6.2.3.4 CCC Monitor Personnel - Alarm Monitor

This position holds the following 3 main duties: (1) **Alarm Monitoring** which entails being responsible for monitoring intrusion detection alarms, Closed Circuit Television (CCTV), Emergency Call Boxes, and other equipment required for monitoring and control of building access. The individual shall prepare daily and distribute the shift generated security systems logs/records to personnel designated by the PSD Executive Staff. (2) **Site Security Monitoring** which encompasses responsibility for the operation of security radio and telephone call intake center communications and for coordinating responses to requests for service calls, dispatch to appropriate alarms and site emergencies; direct report to the PSD Watch Commander during the assigned shift or if operating from an Emergency Dispatch Center to the Center’s Supervisor. (3) **Report Writing** which requires electronically preparing, generating, distributing and filing the daily security blotter which will chronologically contain all pertinent security related activities.

64 NY AVE NE CCC HOURS

- Shift 1: 7:00 AM – 3:00 PM**
- Shift 2: 3:00 PM – 11:00 PM**
- Shift 3: 11:00 PM – 7:00 AM**

JWB CCC HOURS
Shift: 9:00 AM- 5:00 PM

a) Duties:

- Reporting and notifications; providing interface during critical and non-critical emergency events from report to resolution. In addition, providing constant information updates wherever applicable to ensure situation, events, incidents are resolved in an appropriate manner.
- Access control; using CCTV to monitor exterior doors, building perimeters and sensitive building areas (data centers, executive areas, market room etc.); acknowledge forced open and held open alarms; monitor badge activities; monitor and verify access; provide momentary door unlocks and access to card-reader doors and garage gates.
- Customer service; ensure that all forms of communication (email, phone conversation etc.) are all done in a courteous and professional manner; serving as an emergency information communications system for a high-profile client.
- Life safety and emergency response; ability to guide and assist clients during emergency and non-emergency situational phone calls (trapped elevator).
- Monitor and maintain all forms of communication. Phones, Cell phones, handheld radios, pagers, fax machine and/or personal contact with customer while responding accordingly and professionally in a timely manner.
- Act as liaison between various law enforcement and government entities.
- Documentation of issues, notification to supervisory personnel and handling of all customer service calls in a timely manner

b) Qualifications:

- Knowledge of security equipment
- Knowledge of monitoring station procedures
- Telephone communication skills
- Proficient computer skills including Microsoft Office
- Effective oral and written communication skills
- Active listening skills
- Ability to assess and evaluate situations effectively
- Ability to identify critical issues quickly and accurately
- Attention to detail
- Strong sense of responsibility; good judgment; stress management and teamwork

c) Other:

- *Education:* High school or equivalent. Associate degree preferred.
- *Work Experience:* A minimum of one (1) year required in the related field of the position.
- *Physical Demands:* The work is sedentary and is usually accomplished while the employee is comfortably seated at a desk or table.
- *Work Environment:* The work is performed in an office setting where there is adequate light, heat and ventilation.

- The Contractor must at all times maintain an adequate workforce for uninterrupted performance of all tasks defined within this SOW to reach milestones and completed work tasks.

C.6.2.3.5 Training Coordinator for the Central Communication Center

The general duties and responsibilities are as follows:

- Work with leadership to coordinate the training implementation schedule as the new systems requirements are implemented. Facilitate and organize training session for all contractors.
- Set targets for all other call center agents to meet after hand on training was completed.
- Schedule and organize shift patterns for other team members to ensure that appropriate coverage is maintained.
- Understand all organization's requirements for the positions in the center.
- Provide the contractors the Standard Operating Procedures and division guidelines. Make sure all the training is communicated consistently will all of the staff, which will enable continuity within the Center.
- Coordinate weekly check-ins with CCC staff to ensure that proper procedures and quality standards are strictly adhered to.
- Conduct regular review of all call center needs based on feedback of the staff.
- Assist in a FAQ manual for training and SOP changes.
- Ensure a safe and harmonious working environment for all other team members and delegate duties to all team members.
- Provide technical assistance related to customer inquiries and escalation calls.
- Provide timely and accurate information to incoming customer order status and service requests.
- Resolve customer issues and inquiries with follow up notes documented.
- Process customer orders/changes according to established department policies and procedures, informing customer anticipated delays and any additional information, including addressing customer.
- Manage Tier 1 troubleshooting tickets for any calls that need additional information or processing.
- Become an expert on use of system and learn business processes in order to provide user support and training.
- Assist in creating appropriate FAQ's and post in the shared drive/K-drive. Ensure report is received by COTR.
- Report "high priority issues" to COTR.
- Coordinate interactions with customers when problems arise in the call center.
- Document all trouble shooting inquiries for management review and resolution.
- Assist with the frontline support and maintenance communication with the contractors within the CCC.
- Learns access control functions and serves as support for access control request and issues.

C.6.3 Technical

C.6.3.1 Multimedia Specialist (20 hours)

The purpose of this position is to design, develop and implement the optimum office database management and network systems configuration that support DGS information systems; to identify current and future needs; and to support other information systems resources throughout DGS linked by means of networks and services.

Duties include the following:

- Works closely with the Public Information Officer to provide accurate and timely information to the Media, the Executive Office of the Mayor (EOM), and District residents.
- Oversees the optimization of a content and collateral to ensure ongoing health and growth of the DGS brand and reputation of “build, maintain, sustain” as well as leading efforts to get the Agency brand and online reputation on a national and local platform.
- Leads the curation, developments and implementation of all graphic design, print collateral, and swag. This includes brochures, posters, flyers, signs, advertisements, reusable bags, apparel, and any other item that bears the agency’s name in any way.
- Collaborates with Division leaders to manage public outreach campaigns such as conferences, agency-wide events, and seminars across the country.
- Both leads and supports event planning for in-house staff, as well as external events
- Manages an organized drive of DGS External Affairs Photo Gallery for all photo/video footage, to increase the ease of access for internal and external use.

C.6.3.2 Web Master (20 hours)

This position shall serve as the primary POC for all web editing issues related to Agency web properties. Duties and responsibilities are as follows:

- Utilizes HTML & Drupal to edit copy and refresh content to keep text and images relevant and current upon Agency needs.
- Defines metrics to measure and monitor content optimization initiative(s) effectiveness.
- Maintains and monitors content on various Agency website properties.
- Contributes ideas and feedback on current and future editorial content based upon Agency goals and trends.
- Helps define, document, and communicate the content process, timeline, and style guidelines for the Agency.
- Works on content optimization projects and product page development in a collaborative effort with the Office of the Chief Technology team.

C.6.3.3 IT Specialist

Work involves steering major network assignments/projects. Responsibilities include developing project plans, designing, implementing, and maintaining multi-user databases; ensuring that databases meet the agency needs; determining the need for changes in access methods, storage media, or other elements based on usage and performance trends; troubleshooting accessibility and availability problems; and, initiating corrective actions. Work enables DGS to manage information in a highly efficient and effective manner. Work ensures the timely and resource-efficient accomplishment of critical network assignments/projects that enhance network capabilities and services.

Knowledge Required: Mastery of the principles, concepts, methods and practices of the network systems management methods in order to plan, design, develop, and manage network systems that respond to District government/DGS requirements in the areas of Wide Area Network (WAN) and Local Area Network (LAN), and other peripheral equipment; Mastery of Access, SQL, Visual Basic and text/flat files to apply new developments to previously unsolved problems. Comprehensive knowledge of internetworking communication principles regarding LAN-to-LAN and LAN-to-WAN bridging and routing; Mastery of database management concepts, principles and principles and methods; uses of DGS data assets; database management systems, query languages etc.; data mining and data warehousing principles; and, data administration and data standardization policies and standards; Ability to design, develop and maintain data management systems and databases; to monitor database performance; to generate reports/queries; to design data mining and data warehousing systems; and to develop data management tools, etc.; Ability to communicate orally and in writing to explain, demonstrate and develop written directives/instructions on complex technical requirements; and, Ability to maintain continual vigilance against threats to network confidentiality, integrity, and availability.

Scope and Effect: Work involves steering major network assignments/projects. Responsibilities include developing project plans, designing, implementing, and maintaining multi-user databases; ensuring that databases meet the agency needs; determining the need for changes in access methods, storage media, or other elements based on usage and performance trends; troubleshooting accessibility and availability problems; and, initiating corrective actions. Work enables DGS to manage information in a highly efficient and effective manner. Work ensures the timely and resource-efficient accomplishment of critical network assignments/projects that enhance network capabilities and services.

Major Duties under this position include:

- Plans, coordinates, and evaluates major data management projects to improve effectiveness and efficiency of current information systems resources. Identifies and analyzes problems and proposes automated solutions to data-processing problems.
- Monitors network performance and identifies network bottlenecks. Analyzes and diagnoses networking problems and recommends corrective measures. Acquires hardware, software and communication products/services to ensure full operational network/network applications. Interfaces with vendors to resolve system configurations, problems, and other issues. Recommends modifications to network design to maintain/improve network performance and ensures design is adequately documented.
- Performs local area network configuration management and capacity planning and builds network configuration databases. Assists in coordinating with District agencies, and developing upgrade plans for DGS net WAN requirements, acquisitions, connections, equipment installations, maintenance, operations, and support issues; and, ensures efficient maintenance, support, and troubleshoots.

- Administers agency-wide network solutions and provides technical support for the LAN/WAN environment and assists with end-user problems. Monitors and troubleshoots all network-related problems and provides or recommends the necessary technical corrective action.
- Responsible for monitoring the services provided by Memorandum of Understanding (MOU), Memorandum of Agreement (MOA) or purchase order. Reviews monthly reports on contracted service request calls and Service Level Agreement (SLA) response time. Ensures all DGS staff locations have fully operational computers and computer systems.
- Conducts maintenance and support of agency network and network applications.
- Plans, coordinates, and evaluates major data management projects to improve effectiveness and efficiency of current information systems resources. Identifies and analyzes problems and proposes automated solutions to data-processing problems.
- Designs, normalizes, develops, installs, and implements claim related databases; develops and administers data standards, policies and procedures; and, develops and implements data mining and data warehousing programs.
- Ensures the integration of all system components, e.g., procedures, databases, policies, software, and hardware. Promotes records management programs, such as centralized records repository; and, standardizes handling/retention procedures, conversion from paper to film/electronic data, and document searches.
- Provides guidance and advises staff on effective and efficient use of IT systems by rendering technical assistance, training, demonstrations and directions to managers and staff on IT issues and problems. May be required to serve as project leader on special projects.

C.6.3.4 Energy Consultant

The Energy Consultant will have the following duties and responsibilities:

- Manage development of a website to make DGS utility data available to the public.
- Support DGS's COVID Emergency Response, coordinating with Facilities team to power down vacant buildings and prepare building mechanical systems for safely Reopening.
- Work alongside the Associate Director in developing the Strategic Energy Management Plan, DGS's plan to comply with DC's Building Energy Performance Standard Law.
- Support energy benchmarking of all facilities in the DGS portfolio of 10,000 square feet and greater—295 facilities in 2020.
- Develop reports and present utility data to for DGS and other agency staff.
- Support the implementation of DGS's information management systems and integrate utility data.
- Manage a pilot program to install sensors at waste disposal locations to better monitor facility utilization and categorize waste types.

C.6.3.4.1 Qualifications include a bachelor's degree from an accredited university; 1-2 years of experience in sustainability, green building, energy efficiency, construction, finance, property management, or environmental management; knowledge of buildings and

property management is a major plus. If the temporary has this knowledge, it is encouraged to highlight this experience in submission. The Energy Consultant can understand and analyze dynamic data sets and is proficient in MS Office and Excel.

C.6.3.5 Sustainability Consultant

The Sustainability Consultant will have the following duties and responsibilities:

- Monitor energy and water usage across the DGS Portfolio.
- Assist in the maintenance and build out of DGS's remote building monitoring system.
- Develop training sessions for Building operators on how to best utilize the remote building monitoring system.
- Work along Associate Director and Building Operators to review and improve the performance and building mechanical equipment.
- Assist in the development of sustainability policies and procedures to integrate energy efficiency into DGS practices.
- Produce publications highlighting DGS sustainability accomplishments.
- Research and apply for any available grants to support the sustainability work.
- Manage lighting upgrades in DGS' properties.

C.6.3.5.1 Qualifications include a bachelor's degree from an accredited university; 1-2 years of experience in sustainability, green building, energy efficiency, construction, finance, property management, or environmental management. Knowledge of buildings and property management is a major plus. If the temporary has this knowledge, it is encouraged to highlight this experience in submission. The Sustainability Consultant will have the ability to understand and analyze dynamic data sets and will be proficient in MS Office and Excel.

C.6.3.6 Salesforce Administrator (s)

The Salesforce Administrator(s) – will lead the ongoing development of our Salesforce.com deployment. The successful candidate will have a record of success in improving processes and adoption using the SalesForce.com platform. The administrator will work closely with functional leaders, organizational units, and subject matter experts to identify develop and deploy new business processes. This role is part technical project manager, part administrator and part analyst. The Salesforce Administrator will be responsible for the executing on the day-to-day configuration, support, maintenance, and improvement of our CRM platform.

Key Duties & Responsibilities:

- Serve as primary system administrator for the Salesforce.com environment with 1000+ users.
- Handle all basic administrative functions including user account maintenance, reports and dashboards, workflows and other routine tasks.
- Complete regular internal system audits and prepare for upgrades.
- Manage Salesforce.com data feeds and other integrations.
- Coordinate the evaluation, scope and completion of new development requests.
- Work with our institutional management team to establish suitable processes to support administrative, development, and change management activities.

- Assist in training of new users and grow the Salesforce.com skill set across the organization.
- Effectively act as the liaison between our users, vendors, and the application development team.
- Work independently with members of the user community to define and document development requirements.

Skills Required:

- Excellent project management skills and a positive attitude.
- Demonstrated ability to meet deadlines, handle and prioritize simultaneous requests, and manage laterally and upwards.
- Creative and analytical thinker with strong problem-solving skills.
- Must demonstrate exceptional verbal and written communication skills.
- Must demonstrate ability to communicate effectively at all levels of the organization.
- Ability to critically evaluate information gathered from multiple sources, reconcile conflicts, decompose high-level information into details, abstract up from low-level information to a general understanding, and distinguish user requests from the underlying true needs.
- Ability to assess the impact of new requirements on Salesforce.com and all upstream and downstream applications, systems and processes.

Experience Required:

- Minimum two years of experience as a Salesforce.com administrator.
- Salesforce.com Admin (ADM201 and ADM211) certified.
- Proven ability to design and implement new processes and facilitate user adoption.
- Strong understanding of the platform, with the ability to build custom apps and objects, formula fields, workflows, custom views, and other content of intermediate complexity.
- Strong understanding of Salesforce.com best practices and functionality.
- Strong data management abilities.
- A documented history of successfully driving projects to completion.
- A demonstrated ability to understand and articulate complex requirements.
- Previous experience working in a SCRUM or agile environment preferred.

C.6.3.7

Program Analyst

The Program Analyst will serve in areas of research, performance evaluation, planning, execution, and data analysis. Duties include, but are not limited to:

- Preparation of presentations, directives, issuances, memoranda, policy statements, legislative proposals, and other written guidelines to introduce new initiatives;
- Recommendation of effective operations consistent with policies and objectives;
- Development of long-range program plans, goals, objectives, and milestones;
- Identification ways to resolve or address issues which directly affect the accomplishment of principal program goals and objectives;
- Research of new or improved business and management practices for application to operating and administrative programs;
- Analysis of data, budget and/or financial reports and ability to identify issues.

C.6.3.7.1 Qualifications

- This individual should have a minimum of Bachelor's Degree, preferably a Master's Degree, with a budget and/or public policy/administration experience.
- Ideally this candidate will have at least two to three years of work experience in an office environment.
- In addition, it is necessary that this individual is a problem solver, strong communicator, detail oriented and has good time management skills.
- Lastly, this individual must be able to analyze budget and financial reports

C.6.3.8 Data Analyst(s)

The Data Analyst(s) will directly support the FIRST Manager and Team with tracking and verifying work orders to further assist that they are processed and completed per agency standards. These individuals are responsible for working with sister agencies and internal DGS work teams to escalate work orders, with the intent of ensuring these items are addressed before they become high priority. These individuals will also be responsible for assisting in writing reports and summaries regarding resolution and work orders.

C.6.3.9 Special Projects and Communications Analyst

The Special Projects and Communications Analyst will directly assist the Office of the Director, specifically the Deputy Chief Operating Officer and Chief Special Projects Officer with a multitude of projects, to include the following:

- Drafting scope of works for the agency.
- Directly assisting the Facilities Maintenance Division (FMD) on behalf of the Office of the Director with their response plans to issues, which will consist of preparing verbiage on behalf of the program to route to the External Affairs Unit.
 - Working with External Affairs and FMD to craft language before it is finalized for submission.
- The further development of creating DGS' communication strategy with the External Affairs Unit with an emphasis on supporting special projects that are essential to the FY21 project plan.
- This position will also assist with providing administrative support to the Office of the Director, to include scheduling, drafting/editing memos, conducting research and providing meeting notes and materials.

C.6.3.11.1 Qualifications

- This individual should have a minimum of Bachelor's Degree and experience, which shall consist of employment and/or an internship working in an office environment and the ability to work on confidential assignments. Exuding discretion is essential with this position and have strong writing and communication skills.

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: The base term of the awarded contract shall be for a base period from date of execution by the Department’s Contracting Officer (“CO”), as specified on the cover page of this contract, through September 30, 2021.

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Department may extend the term of the awarded contract for up to four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor 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 this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.1.1 Option Year Period(s) of Performance: Each subsequent Option Period is anticipated to begin on 1-October and end 30-September of each Fiscal Year Period as illustrated below.

<u>Option Period(s)</u>	<u>Anticipated Period(s) of Performance</u>
OY1	1-Oct-2021 thru 30-Sep-2022
OY2	1-Oct-2022 thru 30-Sep-2023
OY3	1-Oct-2023 thru 30-Sep-2024
OY4	1-Oct-2024 thru 30-Sep-2025

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

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

F.2.3.1 These rates shall be the Contractor’s sole method of compensation and as such, shall be sufficient to cover all of the cost necessary to provide services including, but not limited to, all labor, supplies, materials, repairs, tools, vehicles, transportation, travel to and from work sites, per diem, subcontractor cost, home office overhead, profit, insurance coverages and provisions as required in **Section [I.14]** and all else necessary to perform

all work described hereunder including all applicable year-over-year service cost increase due to market variable sand US Department of Labor Wage Determination and D.C. Living Wage increase

F.2.4 The total duration of this Contract, including the Base Period and the exercise of any Option Period(s) 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 27 DCMR § 1700.

F.2.5 The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.

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

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Department’s requirements and submit each deliverable to the Contracting Officer’s Technical Representative (COTR) identified in Section [G.9.2] in accordance with the following:

Deliverable	Quantity	Format/Method of Delivery	Due Date
Time and Effort Report (Payroll)	1	Excel and PDF/E-mail	Bi-Weekly
Quarterly Training Report	1	Excel with supplemental description documents	Quarterly

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

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The Department will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the awarded 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 District 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. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Department's Purchase Order (PO) number;

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

G.2.2.5 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.7 Name, title and phone number of the individual preparing the invoice;

G.2.2.8 Name, title, phone number and mailing address of person; if different from the person identified in **Section [G.10]** above to be notified in the event of a defective invoice; and;

G.2.2.9 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The Department shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - (ii) "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]** thru **[B.4.1.5]**.
 - (iii) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
 - (iv) "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]** thru **[B.4.1.5]**; and
- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

G.6.1.1.2 Not later than 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 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 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

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

- G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.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 District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **Subcontractor flow-down 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, contract modifications, change orders, change directives, task orders or delivery orders will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Kimberly Gray | Contracting Officer
Contracts & Procurement Division | Department of General Services
2000 14th St NW | 8th Floor | Washington, DC 20009
Tel: 202.510.0151 | Email: kim.gray@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person 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 (“COTR”)

G.9.1 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 of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

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

G.9.2 The address and telephone number of the COTR is:

Kasmin Holt | Chief Special Projects Officer
Department of General Services, Office of the Director
2000 14th Street NW, 8th Floor | Washington D.C. 20009
Phone: 202-264-9783 | Email: Kasmin.holt@dc.gov

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;

3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.10.1.1 In no instance shall a Contractor be entitled to compensation for work that was performed without an executed task order and Purchase Order Number.

G.10.1.2 The Contractor shall maintain detailed records of time and labor spent on task orders, providing monthly progress reports of such information.

G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.11 HOURLY RATE CEILING

G.11.1 The ceilings for specified hourly rate items are set forth in Section [B.3.1].

G.11.2 The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Section [B.3.1].

G.11.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.

G.11.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

G.11.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.

- G.11.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Section **[B.3.1]**, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section **[B.3.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8** If any hourly rate ceiling specified in Section **[B.3.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Section **[B.3.1]** unless the change order specifically increases the hourly rate ceilings.

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

The Contractor shall be bound by the Wage Determination No. **2015-4281, Revision No. 17, date of last revision: 12/21/2020**, 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 Section 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 District of Columbia's Department of General Services Standard Contract Provisions (SCP) for Supplies and Services Contracts, January 2016**. 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.

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 **Article 14 of the District of Columbia's Department of General Services Standard Contract Provisions (SCP) for Supplies and Services Contracts, January 2016, 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 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel 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 enough 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.

H.7 AUDITS AND RECORDS

H.7.1 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.7.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price re-determinable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.7.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

H.7.4 Comptroller General

H.7.4.1 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.7.4.2 This paragraph 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.7.5 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.7.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.7.1 through H.7.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, 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.7.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.7.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable 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 H.7.5 of this clause.

H.8 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.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 **Section [H.9.1.5]** and **[H.9.1.7]**, a prime Contractor that is a CBE and has been granted a proposal 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, 50% 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 proposal 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) (the “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

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 The Contractor shall provide all the work force, supervision, materials, supplies, and equipment necessary to perform all the services described in Section [C].

H.12.2 In the event the contractor works for DGS remotely, the contractor or the company shall be responsible for their own computer and telecommunications needs, including a laptop and/or cell phone. For contractors that require regular access to Microsoft and/or other software/databases, DGS will provide contractors that regularly work on-site at a DGS location access to one computer with Microsoft Application, including a Microsoft Outlook email account.

H.12.3 The Contractor's staff shall wear neat, clean, and professional attire.

H.12.4 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.12.5 The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this Contract.

H.12.7 Bond Requirements

H.12.7.1 **Bid Bond- *RESERVED [Intentionally Removed]***

H.12.7.2 **Payment and Performance Bond- *RESERVED [Intentionally Removed]***

H.12.8 Allowable Subcontracting Requirements

H.12.8.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract Section [H.12.8.2]. It is the responsibility of the Contractor to ensure its subcontractors can meet the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.12.8.2 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.12.8.2.1 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.12.8.2.2 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.12.9 **Safety Requirements** *if and where applicable*

H.12.9.1 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.12.9.2 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.12.9.2.1 Back support devices

H.12.9.2.2 Eye protection

H.12.9.2.3 Hearing protection

H.12.9.2.4 Hand protection

H.12.9.2.5 Head protection

H.12.9.2.6 Foot protection

H.12.9.3 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.12.9.4 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.12.9.5** 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.12.10 Fire Prevention**
- H.12.10.1** 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.12.10.2** 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.12.11 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.12.12 Staff Attire**
- H.12.12.1** The Contractor's staff shall wear neat, clean, and professional attire.
- H.12.13 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.12.14 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.12.15 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.12.16 Suspension of Work**
- H.12.16.1** 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.12.16.2** 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.12.16.3** 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.12.16.4** 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.12.16.5** 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.12.17** **Contract Completion or Termination**
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. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

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 this 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 thereafter signed by the Department's Contracting Officer.

I.5 CONTINUITY OF SERVICES

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

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

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

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

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

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

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

I.5.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 ESTIMATED QUANTITIES

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

I.8 DISPUTES

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

I.9

CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change COTR uses 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.10.11 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

I.11 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any Contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document

research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

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

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

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

B. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and

appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

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

The District 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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to

the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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 effected 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 Contractor 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.

DGS should collect, review for accuracy and maintain all warranties for goods and services.

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 Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$25,000 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.
6. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or

against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

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. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. 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) \$10,000,000 per occurrence and \$10,000,000 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.

Security Guards (Armed and Unarmed) IF APPLICABLE

General & Professional Liability – 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 Security Guard Liability coverage for both armed and unarmed security officers. This insurance requirement generally presents as a packaged insurance program that includes the General Liability and Professional Liability coverages. However, the requirement is deemed satisfied even as separate insurance policies.

1. Assault and Battery – coverage for injury to third parties. Assault is defined as “an act that threatens physical harm to a person.” Battery is defined as “the crime of unconsented physical contact with another person.”
2. Errors & Omission Endorsement – coverage for committing an error or omission in performance of professional duties; designed to cover financial losses.
3. Lost Key – coverage for claims arising out of property damage due to loss arising out of the loss of a customer’s keys by an insured. Covers only the actual cost of the keys, the adjustment of locks to accept new keys, or the cost of purchasing and installing new locks. Does not apply to loss arising out of a variety of dishonest acts committed by any insured.
4. Care, Custody, Control (CCC) – coverage for property damage of third parties when in physical possession of the insured; any party with a legal obligation to exercise care with respect to property that has been deemed to have that property in its CCC
5. Personal Injury – coverage for false arrest, detention, or imprisonment; malicious prosecution; wrongful eviction; slander; libel; and invasion of privacy

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

**And mailed to the attention of:
George G. Lewis, CPO c/o Kianna Shepherd
2000 14th Street NW
Washington, DC 20009
(202) 360-7207**

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 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 Section J.3. 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) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

SECTION J ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
J.2	U.S. DOL Wage Determination No. 2015-4281 Revision 17, dated 12/21/2020
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement (Non-Construction) – Feb 15-2018
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Certificate of Clean Hands – https://mytax.dc.gov/ /
J.8.A J.8.B J.8.C	Subcontracting Plan (if required by law)
J.9	1st Source Revised Employment Plan 51%
J.10	Bidder-Offeror Certification Form – February 26, 2020
J.11.A J.11.B J.11.C	Price-Cost Schedule (Price-Cost Proposal)
J.12	Offeror Past Performance Evaluation Form
J.13	Form of Invoice
J.14	Form of Task Order
J.15	Disclosure Form / Confidentiality form

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 BIDDER/OFFEROR CERTIFICATION FORM

Available on **Attachment J.10** of this solicitation.

K.2 WALSH-HEALEY ACT

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

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

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

K.3.1 Definitions. As used in this provision:

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

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

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

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

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

K.3.1.6 **Individual** means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.3.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section **K.3.2(1)** of this clause;
- (4) Notify such employees in writing in the statement required by section **K.3.2(1)** of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the CO in writing within 10 days after receiving notice under section **K.3.2(4)(b)** of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section **K.3.2(4)(b)** of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section **K.3.2(1)** through **K.3.2(6)** of this clause.

K.3.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.3.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections **K.3.2** or **K.3.3** of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

As a result of this solicitation, the Department intends to award multiple contracts resulting from this solicitation to the responsive and responsible Offeror(s) whose offer(s) conforms 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, as specified elsewhere in this solicitation.

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

The procurement of these services will be conducted electronically; proposals shall be submitted via email to the Contract Specialist of record, Kianna Shepherd at DGS.GOODS-SERVICES@DC.GOV and titled as: "Proposal in Response to Solicitation No. DCAM-21-NC-RFP-0011: Temporary Staffing Services." To be considered, an Offeror shall submit all required attachments via email *before* the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals ***will not*** be accepted.

Volume I – A single Technical Proposal that clearly demonstrates its capacity to provide services for all Award Groups which it intends to be considered for award. Additionally, the Offeror must submit *Compliance Documents* for each individual Award Group it is proposing, attachments shall be submitted as individual .pdf files. **Volume II – Price Proposal** shall be submitted in its original form, Microsoft™ Excel .xls file format. The District ***will not*** be responsible for corruption of any files submitted. If the 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 25 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,” 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 and sub-factors in a way that will allow the District to evaluate the Offeror’s response. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear, concise and factual 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 Department will reject any offer that fails to include a subcontracting plan that is required by law.
- L.2.8** **Technical Proposal** must incorporate a Table of Contents, and each page of the proposal must be numbered consecutively. Proposals shall be typewritten in 12 point font size; and submitted in an organized manner with each section (i.e., Past Performance; Relevant Experience; and Project Team Qualifications and Resumes; and Work Plan) clearly marked. The proposal (excluding resumes and/or any exhibits) should be no more than 100 pages in its entirety. The official name of the firm submitting the proposal must appear on the cover page.
- L.2.9** **Price-Cost Proposal** must be submitted as both an .xls (*Attachment J.11*) and .pdf format. **NOTE:** In the opinion of the Department, any material deviations of this from *Attachment J.11*, 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:
1. EEO Employer Information Report and Mayor’s Order 85-85 (*Attachment J.3*)
 2. DOES First Source Employment Agreement (*Attachment J.4*)
 3. Certificate of District City-wide Clean Hands (<https://mytax.dc.gov/>) (*Attachment J.7*)
 4. DSLBD SBE Subcontracting Plan (*Attachment J.8*) *one per Award Group A, B, C*
 5. DOES First Source Initial Employment Plan (*Attachment J.9*)
 6. Bidder-Offeror Certification Form – February 26, 2020 (*Attachment J.10*)

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 by e-mail attachment to the contact person

designated in the solicitation. 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 published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Electronic Proposal Submission

L.4.1.1 Proposals must be submitted electronically no later than **2:00 p.m. sharp EST on Monday, March 15, 2021 to DGS.GOODS-SERVICES@DC.GOV.**

Proposals, modifications to proposals, or requests for withdrawals that are received after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The proposal is the only proposal received.

L.4.1.2 Telephonic, telegraphic, and facsimile proposals will *not* be accepted or considered for award.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The District will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 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.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question to the Department's Contracts & Procurement Division

by following the below instructions. The Department is not responsible for questions not received due to the Offeror's failure to follow the instructions provided, and late questions will not be accepted unless deemed advantageous to the District. Questions shall be submitted via email to the following email address and labeled accordingly:

Email: DGS.GOODS-SERVICES@DC.GOV

Subject: DCAM-21-NC-RFP-0011 Q&A re: Temporary Staffing Services (Attention: Kianna Shepherd)

The prospective Offeror shall submit questions **no later than February 26, 2021**. The District may not consider any questions received less than 10 days before the date set for submission of proposals. The Department will furnish responses promptly to all prospective offerors via addendum to the RFP. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

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

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 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.6.2 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.7 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 period(s).

L.8 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.9 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.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 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.8] to the Contracting Officer:

George G. Lewis, CPO c/o Kianna Shepherd
Contracting Officer | Contracts and Procurement Division
DC Department of General Services
2000 14th Street, NW | 4th Floor | Washington, DC 20009
RE: **DCAM-20-NC-RFP-0011**

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The Department must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, after receiving the 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.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of Offeror;

L.15.2 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.15.3 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.16 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. The awarded Contractor(s) 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.17**GENERAL STANDARDS OF RESPONSIBILITY**

The Offeror(s) must demonstrate to the satisfaction of the Department 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 Department.

L.17.1

To be determined responsible, a prospective contractor shall meet and demonstrate all of the following requirements:

- (a) Financial resources adequate to perform the contract or the ability to obtain those resources;
- (b) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all of its existing commercial and government contract commitments;
- (c) A satisfactory performance record;
- (d) A satisfactory record of integrity and business ethics;
- (e) A satisfactory record of compliance with the law, including labor and civil rights laws and rules, the First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-9; D.C. Official Code §§ 2-219.01 *et seq.*), the Small and Certified Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Official Code §§ 2-218.01 *et seq.*), licensing, and tax laws;
- (f) The necessary organization, experience, accounting, operational control, and technical skills, or the ability to obtain them;
- (g) The necessary production equipment, construction equipment, technical equipment, and facilities, or the ability to obtain them;
- (h) Has not exhibited a pattern of overcharging the District;
- (i) Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of one thousand dollars (\$1,000) or one percent (1%) of the contract value, up to twenty-five thousand dollars (\$25,000); and
- (j) Is qualified and eligible to receive an award under applicable laws and regulations.
- (k) Accountable for determining the responsibility of prospective subcontractors through written evidence.

L.17.2

If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available

information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 **RESERVED [Intentionally Omitted]**

L.19 **PRE-PROPOSAL CONFERENCE**

The pre-proposal *webinar* will be held on **February 24, 2021 at 11:00 a.m. EST.**

Join the WebX Meeting through the below website link:

Meeting link: [DCAM-21-NC-RFP-0011 Pre-Proposal WebX](#)

Meeting No. (access code): 160 864 8770

Meeting Password: MuCwxReR937

Case Sensitive

L.19.1 To participate in the teleconference/WebX for the listed RFP discussions, please follow the below instructions:

1. Click the WebX webinar link above and participants will be allowed to join the Webinar on February 24, 2021 at least five (5) minutes before the start of the webinar.

L.19.1.1 If the webinar has not started yet, participants will be placed in a queue until the host starts the webcast. If participants join the call after it has started, participants will be automatically joined; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, hang up and or exit.

L.19.1.2 **Pre-Proposal Web-x Attendance Confirmation.** All offerors participating on the webinar will be instructed to confirm “attendance” the day-of, by emailing the Contract Specialist to the Department’s Contracts and Procurement Goods and Services team email box: DGS.GOODS-SERVICES@DC.GOV. Your confirmation of attendance shall include at a minimum, first and last name, the name of the representing company/firm, contract phone number and email address. This information is collected for the purposes of keeping potential offerors informed of all changes to the solicitation which are issued by addenda and posted to the Department solicitation webpage. The attendance roster will be posted to the DGS website.

L.19.1.3 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.

L.19.1.3.1 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 webinar

but no later than five working days after the pre-proposal webinar in order to generate an official answer. The District will furnish responses via addendum to the RFP and will be posted on the DGS website: www.dgs.dc.gov. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, 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.20 KEY PERSONNEL

L.20.1 The District considers the position, as described in section [C.5.14] to be key personnel for this contract.

L.20.2 The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each,

using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

The criteria serves as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

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

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

These factors consider the Offeror’s experience of past performance, relative experience, project team qualifications and resumes, and proposed work plan 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. The Offerors are expected to review and understand the specifications of the scope; the Offeror’s response to the factors should address the specific requirements on the proposals.

Technical Evaluation Factors	Points
Factor A: Past Performance Evaluation	5
Factor B: Relative Experience	25
Factor C: Project Team Qualifications and Resumes	10
Factor D: Proposed Work Plan	40
Total Maximum Technical Points	80

M.3.1.1 Past Performance (5 points)

M.3.1.1a Past Performance Evaluation (5 points): This evaluation factor considers the extent of the Offeror’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of Offeror’s performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror’s performance shall be considered. A minimum of three (3) and no more than five (5) Past Performance Evaluation Forms (**Attachment J.12**) shall be provided by the offeror’s past clients who can document the Offeror’s ability to provide services specified in this RFP. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years. Each form shall be

submitted via email to DGS.GOODS-SERVICES@DC.GOV, attention Kianna Shepherd, no later than the time of the proposal due date. Forms included in the offeror's technical proposal will not be taken into consideration. Offerors who have previously or are currently performing services with the Department (DGS) may have these Past Performance Evaluation forms submitted by the Department's Project Manager/COTRs; however at least one (1) Past Performance Evaluation form shall be submitted from a client outside the Department. The evaluation committee may solicit from previous clients, including the Department, other government agencies or any available sources, relevant information concerning the offeror's record of past performance.

M.3.1.2 Relevant Experience (25 points)

M.3.1.2a Provide a brief company profile and overview of offeror's operations to include years in business and size of firm. This sub-section shall include information that demonstrates the offeror's ability to provide the District with the required services. Similar information must be presented for any subcontractor(s) that may provide services under this contract.

M.3.1.2b Provide a detailed description of four (4) comparable contracts or projects, similar in scope to the requirements contained in this RFP, for providing temporary staffing services, in progress or completed within the past five (5) years. Comparable work would be for providing temporary employee successfully on a consistent basis. Also include the contract dates and contract cost. Project description should include a detailed description of the services provided, company name, person to contact, address, telephone number, fax number and e-mail address. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

M.3.1.2c Demonstrate that offeror is financially stable and has been in business, providing similar service for at least the last three (3) years. The offeror shall provide proof of a positive balance sheet and profitable business operations for two (2) of the previous three (3) years.

M.3.1.3 Project Team Qualifications and Resumes (10 points)

M.3.1.3a A list of company staff who would be assigned to handle or manage the District's account, with a brief statement of each person's professional background, qualifications and length of service in their current position. Include roles, responsibilities, staff resumes and organizational chart. This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise, including certifications, of the key personnel directly assigned to the project.

M.3.1.3b Describe what you would do to ensure consistency of the service to the District in the event that there is a change in the primary contact assigned to DGS.

M.3.1.3c Describe the team's internal evaluation structure regarding the management of the District account. In addition, please share an example of how your team has been challenged and overcome adversity.

M.3.1.4 Proposed Work Plan (40 points)

M.3.1.4a Describe the offeror's methods of recruiting (how do you select candidates- what is the base level criteria?), testing, and compensating temporary employees. Include information regarding quality control procedures, screening techniques (including background checks), and job placements.

M.3.1.4b DGS is committed to creating an organizational identity that is deep-rooted in valuing equity, diversity and inclusion. Provide your organization’s approach to ensuring a diverse and inclusive candidate set. Provide your organization’s practices or policies (if any) designed to eliminate implicit biases in the screening process.

M.3.1.4c Once a request is placed with your firm for a temporary employee, describe the process by which offeror selects and provides a temporary employee to an agency.

M.3.1.4d Describe Offeror’s database of temporary employee from which to pull and fill requests.

M.3.1.4e Describe the screening/testing process Offeror requires the temporary employee to go through before assigning them to a position. Explain how background checks processed.

M.3.1.4f Describe your firm’s ability to fill requests within the twenty-four (24) hour requirement as stated in Section [C.5].

M.3.2 PRICE CRITERION (20 Maximum Price Points)

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

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

The Department will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Department 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.5.2.1 The offeror shall only receive preference points that their certified business enterprise is eligible to receive at the date and time of the proposal due date. Should an offeror receive additional points after the proposal due date, the additional points will not be considered.

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 Department 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 Department, 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 Department's check.