

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



D.C. DEPARTMENT OF GENERAL SERVICES
Invitation for Bids

DCAM-19-NC-IFB-0003
Pool, Inspection, Maintenance and Repair Services

Issue Date: **Thursday, May 2, 2019**

Pre-Bid Conference: **Monday, May 06, 2019, 11:30AM**
2000 14th Street, NW,
[6th Floor, DPW OAS Conference Room at the Reeves Center](#)
Washington, DC 20009

Last Day for Questions **Tuesday, May 07, 2019**

Contact: **Keith R. Giles**
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Bid Due Date: **Thursday, May 16, 2019 1:00PM**

Bid Delivery Location: Department of General Services
Attn: [Franklin Austin, CPPO, CPM C/O Keith Giles](#)
Contracting Officer
Contracts & Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Email: Franklin.Austin5@dc.gov

Public Bid Opening: **Thursday, May 16, 2019, 01:15PM**
2000 14th Street, NW,
[6th Floor, DPW OAS Conference Room at the Reeves Center](#)
Washington, DC 20009

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Government (the “District”), acting by and through its Department of General Services (“DGS” or the “Department”), Division of Contracts and Procurement is issuing this Invitation for Bids (“IFB”) to engage one (1) contractor (“Contractor”) to provide *Pool Operations, Maintenance, Repair and Inspection Services* to various District owned and or operated facilities.

The awarded Contractor shall provide supervision, labor, materials, tools, supplies vehicles, lifts, equipment, transportation, travel and all home office overhead to ensure effective performance of services as prescribed herein for a base year period (“Base Period”) and up to four (4) additional, one (1) year option periods (each an “Option Year”).

B.2 In accordance with 27 DCMR Chapter 2416 Term Contracts, the District contemplates award of a single Indefinite Delivery, Indefinite Quantity term type contract (“IDIQ”) based on *firm fixed, full-loaded per service flat rates and hourly labor rates*, with a Cost Reimbursement component for related repair or replacement reimbursable services. This IDIQ contract (“Contract”) is for the supplies or services specified and effective for the period stated.

B.2.1 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, **Section [G.10]**. The Contractor shall furnish to the Department, when and if ordered, the supplies or services specified in the price schedule **Section [B.4]**, up to and including the maximum non-guaranteed aggregate amount of \$800,000.00 in total fixed price service rates under **CLINs 0001 through 0004** and no more than a non-guaranteed aggregate amount of \$150,000.00 in reimbursable service costs for time and materials under **CLIN 0005 through 0024**. *The Department will order, and the Contractor shall deliver, at least the minimum of \$250.00 in flat service rates and or time and materials services and the Department may order a maximum of \$950,000.00 of all services during the Base Period and each Option Year, respectively. The District will accept no more than a 10% mark-up on vendor cost of materials and supplies. The District is an exempt government agency and thus will not pay any sales tax imposed on the vendor for the purchase of goods and or supplies.*

B.2.2 There is no limit on the number of orders that may be issued. The Department may issue orders requiring delivery to multiple destinations or performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel an 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 AGGREGATE GROUP OR INDIVIDUAL ITEM - *RESERVED [Intentionally Omitted]*

B.4 PRICING

The Contract shall be priced based on three (3) categories: (i) firm, fixed and fully-loaded per service, flat rates for all inspection and maintenance services; (ii) firm, fixed and fully-loaded hourly labor rates for repair and or replacement related services; and (iii) firm fixed cost of parts, materials and chemical supplies. Groups (ii) and (iii) will be compensated on a time and materials basis through a Cost Reimbursement Component with an annual Not-To-Exceed value of no more than \$150,000.00 annually. The rates described herein shall be the Contractor's sole method of compensation and, as such, shall be sufficient to cover all of the costs 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 costs, home office overhead, profit and all else necessary to perform all work described hereunder including all applicable year-over-year service cost increases due to market variables and US Department of Labor Wage Determination and D.C. Living Wage increases.

B.4.1 Base Year (BY)

CLIN	OUTDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
0001	SCHEDULED MAINTENANCE <i>16 visits annually (1x weekly) 01-May thru 30-Aug</i>		12	MTLY	22	\$ -
0002	OPENING		1	ANNUAL	22	\$ -
0003	CLOSING		1	ANNUAL	22	\$ -
OUTDOOR POOL SERVICES TOTAL ESTIMATED BASE YEAR COST						\$ -

CLIN	INDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
0004	SCHEDULED MAINTENANCE <i>104 visits annually (2x weekly)</i>		12	MTLY	12	\$ -
INDOOR POOL SERVICES TOTAL ESTIMATED BASE YEAR COST						\$ -

B.4.2 Option Year One (OY1)

CLIN	OUTDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
1001	SCHEDULED MAINTENANCE <i>16 visits annually (1x weekly) 01-May thru 30-Aug</i>		12	MTLY	22	\$ -
1002	OPENING		1	ANNUAL	22	\$ -
1003	CLOSING		1	ANNUAL	22	\$ -
OUTDOOR POOL SERVICES TOTAL ESTIMATED OY1 COST						\$ -

CLIN	INDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
1004	SCHEDULED MAINTENANCE <i>104 visits annually (2x weekly)</i>		12	MTLY	12	\$ -
INDOOR POOL SERVICES TOTAL ESTIMATED OY1 COST						\$ -

B.4.1.3 Option Year Two (OY2)

CLIN	OUTDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
2001	SCHEDULED MAINTENANCE <i>16 visits annually (1x weekly) 01-May thru 30-Aug</i>		12	MTLY	22	\$ -
2002	OPENING		1	ANNUAL	22	\$ -
2003	CLOSING		1	ANNUAL	22	\$ -
OUTDOOR POOL SERVICES TOTAL ESTIMATED OY2 COST						\$ -

CLIN	INDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
2004	SCHEDULED MAINTENANCE <i>104 visits annually (2x weekly)</i>		12	MTLY	12	\$ -
INDOOR POOL SERVICES TOTAL ESTIMATED OY2 COST						\$ -

B.4.1.4 Option Year Three (OY3)

CLIN	OUTDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
3001	SCHEDULED MAINTENANCE <i>16 visits annually (1x weekly) 01-May thru 30-Aug</i>		12	MTLY	22	\$ -
3002	OPENING		1	ANNUAL	22	\$ -
3003	CLOSING		1	ANNUAL	22	\$ -
OUTDOOR POOL SERVICES TOTAL ESTIMATED OY3 COST						\$ -

CLIN	INDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
3004	SCHEDULED MAINTENANCE <i>104 visits annually (2x weekly)</i>		12	MTLY	12	\$ -
INDOOR POOL SERVICES TOTAL ESTIMATED OY3 COST						\$ -

B.4.1.5 Option Year Four (OY4)

CLIN	OUTDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
4001	SCHEDULED MAINTENANCE <i>16 visits annually (1x weekly) 01-May thru 30-Aug</i>		12	MTLY	22	\$ -
4002	OPENING		1	ANNUAL	22	\$ -
4003	CLOSING		1	ANNUAL	22	\$ -
OUTDOOR POOL SERVICES TOTAL ESTIMATED OY4 COST						\$ -

CLIN	INDOOR POOL SERVICES	RATES	QTY	UNIT	ESTIMATED QTY OF POOLS	EXTENDED PRICE
4004	SCHEDULED MAINTENANCE <i>104 visits annually (2x weekly)</i>		12	MTLY	12	\$ -
INDOOR POOL SERVICES TOTAL ESTIMATED OY4 COST						\$ -

B.4.2 COST REIMBURSEMENT

The Contractor will be entitled to Reimbursable Repair Costs incurred in providing repair and or replacement parts associated with the operation, maintenance and repair (“OM&R”) services as defined in **Section [C] Scope of Work**. Reimbursable Repair Costs will be considered only after the following are complete: (i) the Contractor provides the Department with a written estimate (“Quote”) outlining the itemized cost of all parts and or materials required to complete the subject repair or replacement services. The Quote shall include, but is not limited to, itemized parts, manufacture name, part number, direct vendor cost of parts, estimated shipping and arrival of parts, and vendor mark-up of cost of parts to be passed to the District in an amount not-to-exceed a 10% mark-up; (ii) the Contracting Officer’s Technical Representative (“COTR”) approval of the Quote; and (iii) the Contracting Officer’s issuance of a Task Order at the COTR discretion per **Section [G.10] Ordering Clause**. On an emergency basis, upon the COTR’s determination that the work is a Reimbursable Repair Service, the Contractor may complete work immediately with written authorization from the COTR for work up to \$1,500.00. The Reimbursable Repair Services parts and material cost shall-not exceed the annual ceilings as defined in **Section [B.4.2.1] Cost Reimbursement Schedule**.

B.4.2.1 Cost Reimbursement Ceilings

ITEM DESCRIPTION	BASE PERIOD (BP)	OPTION YEAR ONE (OY1)	OPTION YEAR TWO (OY2)	OPTION YEAR THREE (OY3)	OPTION YEAR FOUR (OY4)
	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING	NOT-TO-EXCEED CEILING
Reimbursable Time & Materials	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00

B.4.2.2 Supplemental Cost Reimbursement Services Schedule

CLIN	LABOR CATEGORY	BASE YEAR HOURLY RATE	OY1 HOURLY RATE	OY2 HOURLY RATE	OY3 HOURLY RATE	OY4 HOURLY RATE
0005	Mechanic					
0006	Helper					
0007	HVAC Mechanic					
0008	Plumbing Mechanic					
0009	Plumbing Helper					
0010	Electrical Tech					
0011	Electrical Helper					
0012	Concrete Tech					
0013	Concrete Helper					
TOTAL LABOR HOUR RATES		\$ -	\$ -	\$ -	\$ -	\$ -

CLIN	CHEMICAL	ESTIMATED ANNUAL VOLUME (MINIMUM)	UNIT	BASE YEAR COST	OY1 COST	OY2 COST	OY3 COST	OY4 COST
0014	Liquid Chlorine	125,000	gal					
0015	CO2 (Carbon Dioxide)	5,000	lbs.					
0016	Bromine	300	lbs.					
0017	Calcium Hypochlorite	5,000	lbs.					
0018	Muriatic Acid	3,000	gal					
0019	Sodium Thiosulfate	1,000	lbs.					
0020	Sodium Bicarbonate	1,500	lbs.					
0021	Cyanuric Acid	2,500	lbs.					
0022	Metal Remover							
0023	Algaecides							
0024	Soda Ash	2,000	lbs.					
TOTAL ESTIMATED CHEMICAL SUPPLY COST				\$ -	\$ -	\$ -	\$ -	\$ -

B.5 A bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

B.6 For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section [H.9.1]**.

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

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The Contractor shall provide *Pool Inspection, Maintenance and Repair Services* to indoor and outdoor Aquatic Facilities located within the District of Columbia. In so much, the Contractor shall furnish all labor, supervision, management, administrative support, materials, tools equipment, apparatus, machinery, containers, supplies, vehicles, disposal of waste material, recordkeeping, reporting and other supplies and services necessary to successfully keep all Aquatic Facilities, their systems and ancillary equipment in good working order, using materials of like design and composition to those originally supplied and installed as described in **Section [C.5]** Requirements.

C.2 APPLICABLE DOCUMENTS - *RESERVED [Intentionally Omitted]*

C.3 DEFINITIONS

C.3.1 “**Acceptance**” constitutes acknowledgment that the supplies or services conform to applicable contract quality and quantity requirements.

C.3.2 “**Approval**” means the Department and/or the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, etc.), and has determined the documents conform to contract requirements. Department and/or District approval shall not relieve the Contractor of responsibility for complying with Federal, District, local laws and regulations.

C.3.3 “**Contracting Officer (CO)**” shall be a business communications liaison between the Department and a Contractor. He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractors and Sub Contractors.

C.3.4 “**Contractor**” means the individual, firm, company, corporation, partnership, or combination thereof, including joint ventures, contracting with the Department to the contract work. The Contractor is one of the parties to this Contract.

C.3.5 “**Correction**” means the elimination of a defect.

C.3.6 “**Cost Reimbursement**” the contractor is paid for all of its allowed expenses to a set limit, plus additional payment to allow for a profit.

C.3.7 “**COTR**” means the Contracting Officer’s Technical Representative and is responsible for technical direction and administration of the Contract, advising the Contracting

Officer as to the Contractor's compliance or noncompliance with the Contract. The COTR is responsible for general administration of the Contract and advising the CO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility for the day-to-day monitoring and supervision of the Contract to ensure that the work conforms to the requirements, and other duties as authorized by the CO.

- C.3.8** **“Deficiency”** means a lack of quality and/or sub-standard of work. For purpose of this solicitation, a deficiency is an item, or condition that is considered sub-standard, or below minimum expectations with regard to code, work product and safety.
- C.3.9** **“Holidays”** are days observed by the District of Columbia Government.
- C.3.10** **“Inspections”** is a systematic practice of monitoring, at regularly scheduled interval inspections of the infrastructure conditions, unit placement, usage, signage/markings in support of DCMR mandates, etc.
- C.3.11** **“Key Personnel”** refers to the Contractor's personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor.
- C.3.12** **“SalesForce”** is a cloud-based CRM (Customer Relationship Management) software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements (SLA's) and oversee city-wide facilities work order request, and monitor contractor's costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.
- C.3.12** **“Task Order”** An individual request for services formally issued as a Task Order shall, in general, contain the following information: (i) a description of the scope of work included in such Task Order; (ii) a lump sum price and/or such other terms of compensation for the work included in the Task Order's scope of work; (iii) the Substantial Completion Date for the Task Order's scope of work and/or such other schedule requirements for Task Order; (iv) any other specific requirements of the scope of work.

C.4 BACKGROUND

The District of Columbia's Department of General Services (the “Department” or “DGS”) is responsible for the maintenance of eleven (11) Indoor Aquatic Centers and twenty-two (22) Outdoor Swimming Pools. The qualified and experienced swimming pool service company shall provide maintenance, repairs, replacements, chemicals, and inspections as described herein, at various District of Columbia (the “District”) government owned or operated Indoor Aquatic Centers and Outdoor Swimming Pools (collectively, the “Aquatic Facilities”). As is more fully described below, the maintenance, inspection, and repair services to be performed by a contractor hereunder at any given facility shall include, but is not limited to the following: (i) the maintenance,

repair, and replacement of various swimming pool equipment and facility features, pool filtration and disinfection systems, ultraviolet sanitation systems, and swimming pool heaters and pool dehumidification systems; (ii) the purchase and delivery of essential required chemicals including, but not limited to: chlorine (liquid and dry), sodium thiosulfate, sodium bicarbonate, soda ash, muriatic acid, cyanuric acid, algaecides, and flocculants; (iii) the routine, scheduled inspection of Aquatic Facilities as detailed hereunder.

C.5 REQUIREMENTS

C.5.1 Scheduled Maintenance

C.5.1.1 The Contractor shall provide the following maintenance services at the intervals specified. This work shall be performed on a fixed price basis:

C.5.2 Seasonal Openings – The following maintenance services shall be performed once per year at all Outdoor Swimming Pools only:

1. Remove swimming pool covers at select locations as requested.
2. Drain swimming pools at select locations as requested.
3. Pressure-wash swimming pool shells at select pool shells as requested.
4. Inspect pool main drains, drain grates, and hydrostatic valves. Provide a report on conditions of the aforementioned.
5. Inspect and provide a report on all swimming pool filtration and disinfection systems. Provide a report on conditions of the aforementioned. Adjust/ repair where necessary to complete start-up.
6. Start swimming pool mechanical systems and inspect all systems to include filters, pumps and motors, pool piping, tubing, gauges, and meters. Provide a report on conditions of the aforementioned. Adjust/ repair where necessary to complete start-up.
7. Start chemical feed systems and inspect all equipment including tubing, probes, controllers, and feeders. Adjust/ repair where necessary. Provide a report on conditions of the aforementioned.
8. Install and inspect pool ladders, diving boards, shade structure canopies, ADA pool lifts. Provide a report on conditions of the aforementioned.
9. Remove swimming pool covers at select locations as requested.
10. Drain swimming pools at select locations as requested.
11. Pressure-wash swimming pool shells at select pool shells as requested.
12. Make ancillary facility repairs as needed to pass DOH's Preopening Safety Inspections (**Attachment J.18**).

C.5.3 The following maintenance services shall be provided twice per week at all Indoor Aquatic Centers (52 weeks per year), and once per week at all Outdoor Swimming Pools (16 weeks per year, May 01 – August 30):

1. Inspect swimming pool filter (hi-rate sand and diatomaceous earth filters (operational soundness and physical exterior).
2. Test and record Aquatic Facilities' swimming pools/ hot tubs water for proper balance (includes, but not limited to tests for pH balance, chlorine/ bromine levels, total alkalinity, calcium hardness, total dissolved solids) and submit recorded results to the COTR on a monthly basis.
3. Cleaning pump strainer baskets (as needed) .
4. Inspect all chemical delivery systems, tubing, controllers, and sensors. Clean and repair as necessary.
5. Visually inspect all pool system piping for leaks. Repair as necessary.
6. Inspect flow meters, pressure, and other gauges to confirm proper operation.
7. Inspect/clean automatic water level controller/sensor units.
8. Backwash procedure should be as determined by the flow rate and pressure differential.
9. Inspect pool deck equipment (e.g. ladders, ADA steps, lifeguard stands), repair as necessary.
10. Inspect ADA aquatic lifts and service as per manufacturer's specification.

C.5.4 The following maintenance services shall be performed monthly at all indoor swimming pools:

1. All UV system equipment shall be inspected and serviced as per the manufacturer's specifications.
2. Calibration and controller sensor inspection shall be as needed or per the manufacturer's specification.
3. The Arc tube shall be maintained as per the manufacturer's specification.
4. All pool lights shall be tested and repaired as needed.

C.5.5 **Seasonal Closings** - The following services shall be performed once per year at all outdoor swimming pools only:

1. Remove and store ADA lifts.
2. Winterize filter systems.
3. Add antifreeze to systems as needed.
4. Box all chemical feed and loose mechanical equipment and move to storage.
5. Blow out and plug filter lines as needed.
6. Flush all chemical feed lines and tubing.
7. Complete final inspection when all pools are complete.

C.5.6 **Repairs**

Repairs shall be performed on a time and materials basis. The Contractor shall stock an ample supply of replacement parts for normal maintenance and repair of all indoor and outdoor pools. All new parts shall be genuine products of the original manufacturers of the various indoor and outdoor pools. If during inspection it is determined that repairs are needed, the cost of replacement parts may be added to the invoice. The invoice shall

include unit pricing and an itemized list of all replacement parts used. The cost for installation of replacement parts shall be charged on an hourly basis. **The Department will accept no more than a 10% maximum mark-up on the cost of parts and materials** furnished as the result of a repair described herein.

C.5.6.1 Supplemental Cost Reimbursable Services

The Contractor shall provide all labor, supervision, management, administrative support, materials, tools equipment, apparatus, machinery, containers, supplies, vehicles, disposal of waste material, recordkeeping, reporting and other supplies and services necessary to perform emergency pool maintenance repair services on an as needed basis, as directed by the COTR, throughout the contract period. This work shall be performed on a cost reimbursable basis, as described in **Section [B.4.2]**.

C.5.6.1.1 The contractor can expect emergency pool maintenance repairs to include but are not limited to the following trades/ areas: pool mechanical, plumbing, masonry, UV systems, electrical, pool dehumidification systems.

C.5.7 Service Hours

C.5.7.1 The Contractor shall perform all assessment, inspection and maintenance related services Monday through Friday, excluding Government Holidays, between the hours of 6:00AM and 8:00PM.

C.5.7.2 The Contractor shall provide emergency repair related services twenty-four (24)-hours a day, seven (7)-days a week, 365-days a year. The Contractor shall respond to all emergency repair related services within one (1) hour by phone and arrive on site within two (2) hours of service request.

C.5.7.3 The Contractor shall perform all work in conformance with District of Columbia codes and regulations relating to aquatic facilities and detailed in Title 25-C of the District Municipal Regulations (DCMR). The contractor shall maintain all equipment in accordance with manufacturer's recommendations. The Contractor shall be responsible for remaining current with changes in regard to swimming pool codes and regulations as per District Municipal Regulations (DCMR), DC's Department of Health (DOH), and the Model Aquatic Health Code (MAC), in so much as all services provided under this contract shall be complete in accordance with the most current regulations available at the time services are rendered.

C.5.7.4 The Contractor shall use only skilled licensed and certified maintenance and swimming pool technicians who are fully experienced in swimming pool repair and maintenance. Where work requires a specialty sub-contractor, said sub-contractor shall be duly certified and licensed as necessary. The Contractor shall provide DGS with copies of all certifications and licenses of designated persons who will perform the identified duties and services.

- C.5.7.5** The Contractor shall perform all non-emergency services detailed herein without delay between the hours of 6:00AM and 8:00PM, seven (7)-days a week including weekends and all District and Federal Government Holidays. All services requests are to be responded to within twenty-four (24) hours of notification; emergency services shall be responded to within two (2) hours of notification. Approved work requests are to be completed as per DGS' Service Level Agreements (SLAs), see *Attachment J.17*.
- C.5.7.6** Upon receipt of notification, the Contractor shall commence, and complete work as soon as possible, and in accordance with the DC Department of General Services' Service Level Agreements (SLAs); see *Attachment J.17*.
- C.5.7.7** The Contractor shall provide continuous maintenance, inspection, and emergency services throughout the contract period. The list of pools to be maintained under this contract is included in *Attachment J.13*.
- C.5.7.8** The Contractor shall perform a full-scale pool assessment for the entire portfolio and provide a report of the known conditions of the swimming pools within thirty (30) calendar days of award of this contract. The report shall detail all deficiencies requiring repair or the replacement of parts that require immediate attention to minimize excessive cost to DGS in the future. The Contractor shall include the estimated cost of each modification and/or repair in the report. The report shall delineate work within the scope of the contract and work beyond the scope of the contract. The Contractor shall NOT perform any tasks requiring additional funding without the express written authorization of the Contracting Officer. DGS reserves the right to assign this work to a different Contractor.
- C.5.7.9** The Contractor shall provide a report with the current levels of parts and chemicals and provide recommendations for required levels of stockage.
- C.5.7.10** The Contractor shall provide, administer, and monitor all swimming pool chemicals including, but not limited to: chlorine (liquid and dry), bromine, sodium thiosulfate, sodium bicarbonate, soda ash, muriatic acid, cyanuric acid, algaecides, and flocculants. The Contractor shall perform a chemical analysis of the swimming pool water for all pools at the specified intervals. The Contractor shall monitor and maintain the required level of chemicals in pool water throughout the contract performance period.
- C.5.7.11** The Contractor shall review the readings and findings of pool analysis with the on-site building engineer, certified pool operator, or maintenance personnel.
- C.5.7.12** The Contractor shall review the readings and findings of pool analysis with the on-site building engineer, certified pool operator, or maintenance personnel
- C.5.7.13** The Contractor shall make necessary repairs only after approval from COTR. The Contractor shall provide a written report of the work performed, time and type and number of laborers used, material included.

C.5.7.14 The Contractor shall provide a four (4) hour training class, on the existing pool equipment, every 6 months for the DCDPR/DGS staff.

C.6 SUBMITTALS

C.6.1 Permits

The contractor shall obtain and maintain all permits and authorizations necessary to conduct the activities detailed in this scope of work through the life of the contract. The contractor shall, in conjunction with the Contracting Officers' Representative (COR), perform such coordination with the DGS officials and the District of Columbia Regulatory Agency (DCRA) as may be necessary.

C.6.2 Proposals and Invoices

All services rendered and/or materials furnished by the contractor, shall be paid for in accordance with the determination of the Contracting Officer or his designated representative(s) in each individual case. The contractor shall develop and submit proposals for all work to be performed.

All proposals shall include the following information:

1. Building name, location and date of proposal
2. Complete description of work to be performed
3. Specific number of man-hours required
4. Itemized material list including unit pricing

The hourly rates for all work as submitted by the contractor with its original bid shall prevail throughout the contract period.

The contractor shall not perform any work without specific written authorization from the Contracting Officer or his designated representative(s), either through email or in Salesforce.

When invoicing for additional work, the contractor shall include a copy of the original proposal and a copy of all material invoice(s) from the manufacturer, supplier, machine and/or repair shops. The contractor shall also submit job work tickets (as described in **Section [C.6.2]** for all work performed.

C.6.3 Salesforce

The Contractor shall utilize the District's "SalesForce" system as described in **Section [C.3.12]**. The "SalesForce" service call system will allow District personnel to electronically record and request services in order for the Contractor to address and resolve Deficiencies. DGS requires that the contractor uses the Salesforce Customer Relationship Management (CRM) for reviewing assigned work requests, reporting on work request statuses and completion, and submitting cost proposals for review.

C.7 FIELD WORK

C.7.1 On-Site Supervision.

The contractor shall use only skilled workers under its direct employment and supervision. The contractor shall provide such supervision (supervision, safety & health, quality control, security, etc.) as may be necessary for the conduct of field activities. Supervisors shall be fully experienced in the repair and maintenance of the specific type of equipment involved in the repair.

C.8 REPORTING

The contractor's personnel shall prepare and complete a job work ticket when performing scheduled maintenance or emergency repair service at any DGS building. The information recorded on the Job Work Ticket shall include date, building name and address, names of mechanics and helpers, a detailed description of work performed, the time of arrival and departure of workmen, travel time and mileage. All job tickets must be signed by both a representative of the specific Aquatic Facility and the contractor's employee.

C.9 INSPECTIONS

DGS reserves the right to make such inspection and tests as and when deemed advisable to ascertain that the requirements are being fulfilled. Should the Contractor fail to comply with a request from DGS to meet the requirements of this section, within a reasonable time, DGS may by written notice to the Contractor, terminate the right to proceed further with the work. In such event, DGS may take over the work and prosecute it to the completion by contract or otherwise, and the Contractor and sureties shall be liable to DGS for any excess cost occasioned by DGS thereby.

C.10 MEETINGS

The Contractor shall meet with the COTR on an as-needed basis throughout the term of the contract to determine the status of the project. The Contractor shall submit a written status report, when requested by the COTR, summarizing the status of the services, schedule, and outlining any other issues material to the Contractor's performance

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 Year: The base term (“Base Year”) of the Contract shall be from the date of award through one (1) year thereafter.

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this Contract for a period of four (4), one (1)-year option periods (each an “Option Period”), or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District 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 District to an extension. The exercise of any Option Period 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 Pricing: In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the costs and prices for the option period shall be as specified in the **Section [B.4] – [B.4.2.2]** of the Contract (and Attachment J.12).

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 fully-loaded per service rates and firm fixed fully-loaded hourly labor rates for the Base Period and each subsequent Option Period, shall be as specified in **Section [B.4]** of the Contract and are firm throughout the life of 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 exercise of any options under this clause, shall not exceed five (5) years.
- 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 year, contract requirements and deliverables remain the same as those of the base year.
- 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 District’s requirements and submit each deliverable to the COTR identified in **Section [G.9.2]** in accordance with the following:

CLIN	Deliverable	Quantity	Format/ Method of Delivery	Due Date
C.5.2	Seasonal Openings- Inspect and provide all applicable reports	Reports	Excel, PDF, or Word/ Email	Annually
C.5.3	Inspect and provide all applicable reports and or test	Reports	Excel, PDF, or Word/ Email	Upon completion
C.5.5	Seasonal Closings	Final inspection of all pools	Excel, PDF, or Word/ Email	Upon completion
C.5.7.8	Pool Assessment(s)	Initial assessment of pool conditions	Excel, PDF, or Word/ Email	30 Days of contract award
C.6.1	Permits	Applicable permits and licensing	Excel, PDF, or Word/ Email	5 Days after contract award
C.9	Reporting	Reports	Excel, PDF, or Word/ Email	Upon completion

- F.3.1** The Contractor shall submit to the Department, as a deliverable, the report described in **Section [H.5.5]** which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not

submit the report as part of the deliverables, the Contractor shall not be entitled to and shall not receive final payment pursuant to **Section [G.3.2]**.

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The Department will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this Contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this Contract.

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

G.2 INVOICE SUBMITTAL

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.2.1 Prior to creating the payment request described above, the Contractor shall submit a proper invoice on a monthly basis or as otherwise specified in **Section [G.4]**. Invoices shall be prepared and submitted to the COTR identified in **Section [G.12.2]**.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice substantially in the form of *Attachment J.11 "Form of Invoice"*:

G.2.2.1 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.12.2]** 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 District shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Payments on Partial Deliveries of Goods & Services

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

- a) The amount due on the deliveries on goods and or services warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - (i) "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in **Section [B.4]**".
 - (ii) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".
 - (iii) "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in **Section [B.4]**"; and
- c) Presentation of a properly executed invoice.

G.4.2 Payment for Reimbursable Services and Supplies

Payment for approved reimbursable items and services provided on an hourly labor and flat rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the

appropriate hourly rates in **Section [B.4.2]** by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. **Fixed hourly rates shall be fully loaded and 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, general and administrative expenses, profit 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.**

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 **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

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

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

GEORGE G. LEWIS, CPPO
Chief Contracting Officer
Associate Director, Contracting & Procurement
Department of General Services
2000 14th Street, N.W. | 8th Floor
Telephone: (202) 727-2800
E-mail address: george.lewis@dgs.gov

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

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

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

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

G.9 **CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (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:

SEAN LINK

Facilities Operations Specialist
Contract Services Unit/Facilities Management Division (FMD)
2000 14th Street, NW, 5th floor
(202) 698-1184
Sean.link@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 Contracting Officer in the form of *Attachment J.x – Form of Task Order*. Such orders may be issued during the term of this contract.
- 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 Department deposits the order in the mail. Orders may be issued by facsimile or all other electronic commerce methods (e.g. email).
- G.11** **COST REIMBURSEMENT CEILING**
- G.11.1** Cost reimbursement ceiling for this Contract is set forth in **Section [B.4.2.1]**
- G.11.2** The costs for performing the cost reimbursement elements of this Contract shall not exceed the cost reimbursement ceiling specified in **Section [B.4.2.1]**
- G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this Contract and to meet all of the cost-reimbursable obligations under this Contract within the cost reimbursement ceiling.
- G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this Contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this Contract.
- G.11.6** The Department and/or the District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section [B.4.2.1]**, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clauses of this Contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in **Section [B.4.2.1]**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this Contract.
- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the Department and/or the District is not obligated to reimburse the Contractor for any costs in excess of the Costs Reimbursement Ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8** If any cost reimbursement ceiling specified in **Section [B.4.2.1]** is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order/contract modification shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section [B.4.2.1]**, unless the change order/contract modification specifically increases the cost reimbursement ceiling.

G.11.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

G.12 HOURLY RATE CEILING

G.12.1 The ceilings for specified hourly rate items are set forth in **Section [B.4.2.2]**.

G.12.2 The hourly rates in this contract *shall be fixed and fully-loaded and include* wages, overhead, general and administrative expenses, profit, and including all applicable year-over-year service cost increase due to market variables including any and all future US Department of Labor Wage Determination and D.C. Living Wage increases. The total cost to the District shall not exceed the ceilings specified in **Section [B.4.2.2]**.

G.12.3 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.12.4 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.12.5 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.12.6 The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in **Section [B.4.2.2]**, 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.4.2.2]**, 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.12.7 **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.12.8 If any hourly rate ceiling specified in **Section [B.4.2.2]** 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.12.9

A change order/contract modification shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in **Section [B.4.2.2]**, unless the change order/contract modification specifically increases the hourly rate ceilings

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the *Wage Determination No. 2015-4281, Revision No.: 13, dated 25-April-2019*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as *Attachment J.2*. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **Article 25 of the SCP**. If an option is exercised, the Contractor ***shall be*** bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

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

ceases to the employee's original job or to an equivalent position with equivalent:

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

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

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

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

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

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

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

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

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

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

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

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

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

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

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

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

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

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

H.6 AUDITS AND RECORDS

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

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

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

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

H.6.4 Comptroller General

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

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

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

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

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

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

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

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

H.7 ADVISORY AND ASSISTANCE SERVICES

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

H.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH - *RESERVED [Intentionally Omitted]*

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

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

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

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

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

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

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

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

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

H.11 DISTRICT RESPONSIBILITIES - *RESERVED [Intentionally Omitted]*

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

In the event the Contractor anticipates or encounters difficulty in complying with the terms and conditions as stated in the Contract or in meeting any other requirements set forth in the Contract, the Contractor shall immediately notify the CO and the COTR in

writing giving full detail as to the rationale for the late delivery and why the Contractor should be granted an extension of time, if any. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the Department

H.12.1.1 At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

H.12.1.2 The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.

H.12.1.3 The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.

H.12.1.4 The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.

H.12.1.5 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.12.1.6 The Contractor shall furnish all MSDS for any materials used in the performance of this contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

H.12.1.7 The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.

a) The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.

b) The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

H.12.2 **Bond Requirements - *RESERVED [Intentionally Omitted]***

H.12.3 **Allowable Subcontracting Requirements**

H.12.3.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

H.12.3.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.12.3.3 The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.

H.12.3.3.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.

H.12.3.3.2 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.12.4 Staff Attire and Identification

H.12.4.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor's employees.

H.12.4.2 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.12.5 Safety Requirements

H.12.5.1 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.12.5.2 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.12.5.2.1 Back support devices

H.12.5.2.2 Eye protection

H.12.5.2.3 Hearing protection

H.12.5.2.4 Hand protection

H.12.5.2.5 Head protection

H.12.5.2.6 Foot protection

H.12.5.3 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.12.5.4 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.12.5.5 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.12.6 Fire Prevention

H.12.6.1 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.12.6.2 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.12.7 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.12.8 Delivery of Services

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

H.12.9 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.12.10 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.12.11 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.12.12 Suspension Of Work

H.12.12.1 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.12.12.2 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.12.12.3 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.12.12.4 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.12.12.5 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.12.13 Contract Completion or Termination

H.12.13.1 The Contractor shall turn over all plans codes, manuals, records, files, reports, databases spare inventory and materials developed or purchased in the course of the contract to the COTR within thirty (30) calendar days after contract completion or termination.

SECTION I CONTRACT CLAUSES

I.1 GOVERNING LAW

This Contract, and any disputes arising out of or related to this Contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government, Department of General Services Supplies and Services Contracts dated January 14, 2016 (SCP) are incorporated as part of the contract.

I.3 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

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

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

I.5.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a

date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval.

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

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

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

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 ESTIMATED QUANTITIES

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

I.8 DISPUTES

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

I.9

CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **Section [I.8] - Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order/contract modification, when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and

- (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.10 NON-DISCRIMINATION CLAUSE

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

e) selection for training and apprenticeship.

- I.10.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting agency, setting forth the provisions in paragraphs 19(b) (1) and (b) (2) concerning non-discrimination and affirmative action.
- I.10.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b) (2).
- I.10.7** The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.10.8** The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.10.9** The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- I.10.10** The Contractor shall include in every subcontract the equal opportunity clause, i.e., paragraphs 19(b) (1) through (b) (9) of this clause, so that such provisions shall be binding upon each subcontractor.
- I.15.11** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District

I.11 RIGHTS IN DATA

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

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

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

The 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. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

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

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

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without

limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not

limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

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

insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

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

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

GEORGE G. LEWIS, CPPO C/O Keith Giles

Chief Contracting Officer

Associate Director, Contracting & Procurement

Department of General Services

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

Telephone: (202) 727-2800

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

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

I. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.15 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as **Attachment J.7**. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

I.16 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

**SECTION J
ATTACHMENTS**

The following list of attachments is incorporated into by reference.

Attachment Number	Document
J.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions (“SCP”) for Supplies and Services Contracts, January 2016
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 13 Dated April 25, 2019
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet
J.4	Bidder/Offer Certification
J.5	Department of Employment Services First Source Employment Agreement
J.6	Department of Employment Services First Source Employment Plan
J.7	DSLBD SBE Subcontracting Plan Form <i>(as required by law)</i>
J.8	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85
J.9	Tax Certification Affidavit
J.10	Contract Award Signature Page
J.11	Form of Invoice
J.12	Price Schedule/Compensation
J.13	List of Locations
J.14	Form of Inspection Report
J.15	Form of Quote
J.16	Form of Task Order
J.17	Service Level Agreement
J.18	Department of Health Safety Inspections

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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

K.2 **WALSH-HEALEY ACT**

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

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

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

K.3.1 Definitions. As used in this provision:

K.3.1.1 **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 BIDDERS

L.1 METHOD OF AWARD

L.1.1 The Department reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The Department intends to award a single (1) contract resulting from this solicitation to the responsive and responsible bidder who has the lowest evaluated grand total price. The evaluated Grand total price will be calculated based on the sum of the Base Period and all four (4) Option Years, less applicable CBE preference points.

L.2 PRE-BID CONFERENCE

A pre-bid conference will be held at 11:30 a.m. on Monday, May 6, 2019 at 2000 14th Street, N.W. | 6th Floor DPW OAS Conference Room. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted

L.3 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contract Specialist. The prospective bidder shall submit questions *no later than Tuesday, May 7, 2019* as indicated on the Cover Page of this solicitation to the Contract Specialist, Keith Giles via email keith.giles@dc.gov. The Department will not consider any questions received less than eight (8) days before the date set for submission of bids. The Department will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.4 BID SUBMISSION DATE AND TIME

L.4.1 *Bids must be submitted no later than 1:00 p.m. EST on Thursday, May 16, 2019* to the Department of General Services 8th floor receptionist located at 2000 14th Street, N.W., Washington, D.C. 20009. The Department will not allow late bids, modifications to bids, or requests for withdrawals after the exact closing date and time as specified herein.

L.4.2 The Department will reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.4.3 Submission Requirements

L.4.3.1 The Bidder shall complete and include the following attachments with their bids in the order denoted below: Transmittal Letter - The Bidder's submission shall contain a Transmittal Letter to include at a minimum the following:

- a. The Bidder's full legal name, address, and phone number.
- b. Identification of the Bidder's authorized representative, the representative's title, phone number and e-mail address.
- c. Identification of the Bidder's Contact Person for the submission, if different from the representative; the Contact person's address, phone number, and e-mail address.
- d. Description of the Bidder's organization.
- e. Signature of an authorized representative of the Bidder's organization.

1. Award/Signature **Attachment J.10**
2. Acknowledgement of Amendments (Award/Signature Page, Box 13)
3. The IFB solicitation
4. Price Schedule (Bid Form) – **Attachment J.12**
5. EEO Policy Statement Agreement – **Attachment J.8**
6. First Source Employment Agreement & Employment Plan – **Attachment J.5 & J.6**
7. Tax Affidavit – **Attachment J.9**; In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government
8. Bidder-Offeror Certification Form – **Attachment J.4**
9. SBE Subcontracting Plan Form – **Attachment J.7**
10. DSLBD Certification Letter
11. Other Requirements & Submittals described in **Section [C.5]**

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received at the location designated in the solicitation after the time and date specified above, are “late” and shall be considered only if they are received before the award is made and any of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than five (5) calendar days before the date specified for receipt of bids;
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB; or
- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 BID PROTESTS

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids 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.10 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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 **Block 13 of Attached J.10** of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.11 SIGNING OF BIDS

L.11.1 The Contractor *shall sign* the Price Schedule **Attachment J.12** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.11.2 *All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.*

L.12 FAMILIARIZATION WITH CONDITIONS

Bidders 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. Bidders 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.13 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.14 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.14.1 Name, address, telephone number and federal tax identification number of bidder;

L.14.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.14.3 If the bidder 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.15 PUBLIC BID OPENING

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate. *The Public Bid Opening will be held on Thursday, May 16, 2019 at 1:15p.m. EST in 6th Floor, DPW OAS Conference Room at the Reeves Center | 2000 14th Street, N.W. Washington, D.C. 20009.*

L.16 UNNECESSARILY ELABORATE BIDS

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 bidder's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.17 RETENTION OF SUBMISSIONS

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

L.18 NO COMPENSATION FOR PREPARATION OF BIDS

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any bids submitted in response to this IFB, or prepared in connection therewith, including, but without limitation, any bids, statements, reports, data, information, materials or other documents or items.

L.19 ELECTRONIC COPY OF BIDS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other bid submission requirements, the bidder must submit an electronic copy of its bid, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that 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 bids following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.20 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 identified in **Section [I.14]** to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

L.21 REJECTION OF BIDS

The Department reserves the right, in its sole discretion:

L.21.1 To cancel this solicitation or reject all bids;

L.21.2 To reject bids that fail to prove the Bidder’s responsibility;

L.21.3 To reject bids that contain conditions and/or contingencies that in the Department’s sole judgment, make the bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;

L.21.4 To waive minor irregularities in any bid provided such waiver does not result in an unfair advantage to any Bidder;

- L.21.5** To take any other action within the applicable Procurement Regulations or law;
- L.21.6** To reject the bid of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such bid or this Request for Bids.
- L.21.7** To reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

L.22 GENERAL STANDARDS OF RESPONSIBILITY

- L.22.1** To be determined responsible, a prospective contractor must demonstrate that it:
- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
 - (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
 - (c) Has a satisfactory performance record;
 - (d) Has a satisfactory record of integrity and business ethics;
 - (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
 - (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, D.C. Official Code § 2-219.01 *et seq.*, as amended;
 - (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
 - (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
 - (i) Has not exhibited a pattern of overcharging the District;
 - (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
 - (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.
- L.22.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility 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 nonresponsible.

L.23

SPECIAL STANDARDS OF RESPONSIBILITY

Bidders Qualifications

Prospective bidders must have at least four (4) years of experience performing similar work (in both breadth and scope) at large urban recreational aquatic facilities of comparable size to the District's Aquatic Facilities. Prospective bidders must submit information in sufficient detail to demonstrate that the Contractor possesses the qualifications, ability, and resources to accomplish all work in the manner and within the time herein specified, all to the satisfaction of the COTR and Contracting Officer. The ability of the Contractor to perform the work will be determined by the Contracting Officer.

SECTION M EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2005”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.1.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors in response to this IFB as follows:

M.1.1.1 A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.

M.1.1.2 A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.

M.1.1.3 A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.

M.1.1.4 A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

L.1.1.5 A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.1.6 A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.1.7 A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.1.8 A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is

twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

M.1.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.4 Verification of Bidder's Certification as a Certified Small Business Enterprise

M.1.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified small business enterprise.

M.1.4.2 Any bidder seeking certification or provisional 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.1.4.3 All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

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