

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**DCAM-17-NC-0062**

**“Comprehensive Athletic Fields Maintenance”**

“This solicitation is being set-aside for Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE), **Athletic Fields Maintenances**” “NIGP Codes 988-03-00 ”

**Issue Date:** **October 11, 2017**

**Proposal Due Date:** **November 6, 2017**

**Pre-Proposal Conference** **October 17, 2017, 10:30AM**  
2000 14<sup>th</sup> Street, NW,  
6<sup>th</sup> Floor, DPW Conference Room at the Reeves Center  
Washington, DC 20009

**Proposal Delivery Location:** Department of General Services  
Attn: **Franklin Austin, CPPB, CPM**  
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Contracts & Procurement Division  
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## SECTION B SUPPLIES OR SERVICES AND COST

### B.1 INTRODUCTION

The District of Columbia Government, Department of General Services (“**District Department**” or “**DGS**”) Contracts and Procurement Division, is seeking up to three (3) Small Business Enterprise (SBE) firms (“**Contractor(s)**”) to provide Comprehensive Athletic Fields Maintenance and Management Services at 68 sites operated by the Department of Parks and Recreation (DPR) in Wards 1 through 8 as listed on **Attachment J.9 – List of Locations**.

The awarded Contractors shall provide all management, tools, supplies, equipment, vehicles and labor necessary to successfully provide Comprehensive Athletic Fields Maintenance and Management Services as required for a base year and up to four (4) one (1) year option periods. The Department reserves the right at any time (including after an award hereunder), to either add or remove property locations and/or to increase or decrease the responsibility under an awarded contract.

Interested Offerors are ***required*** to submit proposals on all line items and tasks (*where applicable*) for each location, including the base year and the four option year periods. Failure to submit a proposal on all line items and tasks (*where applicable*) for each location, shall be sufficient to render a proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

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

### B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprise (SBE) offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended. ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE ***at the time of the Proposal Due Date*** are eligible. A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.

An SBE must be certified as small business in the procurement category of Athletic Fields Maintenance “988-03-00” in order to be eligible to submit a proposal in response to this solicitation.

### **B.3 SITE VIST AND INSPECTION**

Each Offeror is encouraged to visit all locations listed on **Attachment J. 9** to determine size and site conditions. The act of submitting a proposal is to be considered acknowledgement by the Offeror that it has visited the site, taken measurements and are familiar with the conditions and requirements affecting the work. Failure to do so will *not* relieve the successful Offeror of its obligation to furnish all materials and labor necessary to carry out the provisions of the contract and to complete the work for the consideration set forth in this solicitation.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the Offeror to fulfill in every detail all requirements set forth herein.

### **B.4 TYPE OF CONTRACT**

**B.4.1** The contract awarded pursuant to this RFP shall be a firm-fixed price with a cost reimbursable component for irrigation system repair parts.

### **B.5 FORM OF CONTRACT:**

B.5.1 Contract(s) resulting from this RFP will typically include the following:

- (a) The Award/Signature Page (Attachment J.15)
  - (b) Acknowledgement of Amendments (See Award/Signature –J.15)
  - (c) The RFP pages 2 – 81
  - (d) The Contractor’s Submittals The Contractor’s Price Schedule (Attachment J.14)
- Applicable exhibits provided as attachments or incorporate by reference including, the Department of General Services Standard Contract Provisions for Non-construction Services (Attachment J.1), the US Department of Labor Wage Service Contract Rates applicable at date of award (Attachment J.2) and the District Living Wage Act (Attachment J.5 - J.6).

## B.6 COST SCHEDULE – COST REIMBURSEMENT COMPONENT

CLIN	ITEM DESCRIPTION	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4
		Not-to exceed	Not-to exceed	Not-to exceed	Not-to exceed cost	Not-to exceed cost
0028	Irrigation Systems start-up and winterization/Per system	\$ -	\$ -	\$ -	\$ -	\$ -
0029	Irrigation System Start up Certification	\$ -	\$ -	\$ -	\$ -	\$ -
0030	Irrigation System Winterization Certification	\$ -	\$ -	\$ -	\$ -	\$ -
0031	Irrigation Systems Inventory Report	\$ -	\$ -	\$ -	\$ -	\$ -
0032	Emergency Landscaping Services/Per service Hour	\$ -	\$ -	\$ -	\$ -	\$ -
COMBINED TOTALS		\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00

**NOTE: COST REIMBURSEMENT FOR EMERGENCY SERVICE CALLS SHALL NOT EXCEED AN AMOUNT OF \$150,000.00 ANNUALLY**

## B.7 PRICING

The contract issued pursuant to this Request for Proposal (“RFP”) shall be based on firm-fixed fully loaded monthly rates for Comprehensive Athletic Fields Maintenance, as described in **Section C** and in accordance with this **Section B.7 Price Schedule (Price Proposal Form)**. The offered rates shall be the Offeror’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, labor, supplies, material, repair parts, 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 related to providing the District with safe and proper provision of required Comprehensive Athletic Fields Maintenance as described herein

The Contractor shall provide a fully loaded fixed-unit price or a labor rate, as applicable, for each of the Contract Line Item Numbers (CLINs) set forth in **Section B.7**. Pricing includes all labor and material costs to complete each item

RFP – DCAM-17-NC-0062  
Comprehensive Athletic Fields Maintenance

**B.7 PRICE SCHEDULE (PRICE PROPOSAL FORM)**

DCAM-17-NC-0062  
COMPREHENSIVE ATHLETIC FIELDS MAINTENANCE  
BASE YEAR

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	TOTAL ESTIMATED UNIT QUANTITY	FIRM FIXED FULLY LOADED UNIT RATE	ESTIMATED NUMBER OF SESSIONS	FIRM FIXED FULLY LOADED EXTENDED RATE
0000	Restorative Maintenance Premier Fields	Per acre	40.0		1	#REF!
0001	Cool Season Mowing Services	Per acre	100.0		30	\$ -
0002	Warm Season Mowing	Per acre	25.0		40	\$ -
0003	Edging, Trimming, and Weeding	Per acre	75.0		75	\$ -
0004	Warm Season Grasses Slow Release Fertilization	Per Acre	19.0		6	\$ -
0005	Cool Season Grasses Fertilization	Per acre	100.0		3	\$ -
0006	Cool Season Core Aeration	Per acre	100.0		2	\$ -
0007	DeepTine Aeration	Per acre	20.0		2	\$ -
0008	Verti-cutting Services (Bermuda Fields Only)	Per acre	950.0		1	\$ -
0009	Topdressing Services (Bermuda Fields Only)	Per acre	1,800.0		1	\$ -
0010	Seeding (cool season)	Per acre	90.0		1	\$ -
0011	Sprigging	Per acre	10.0		1	\$ -
0012	In-Field Dragging and Edging	Per Field	35.0		32	\$ -
0013	Warning Track Dragging and Edging	Per Track	35.0		17	\$ -
0014	Field Lining Services (DCPS Only)	Per game	101.0		130	\$ -
0015	Infield Mix for 90' Baseball Field	Per site/per request	1.0		1	\$ -
0016	Infield Mix for 70' Baseball Field	Per site/per request	1.0		1	\$ -
0017	Infield Mix for 60' Baseball	Per site/per request	1.0		1	\$ -
0018	Infield Mix for 60' Softball Field	Per site/per request	1.0		1	\$ -
0019	Infield Deep Conditioning Services	Per site/per request	1,800.0		3	\$ -
0020	Cool Season Sod Installation	Per Sqft	200.0		1	\$ -
0021	Bermuda Grass Sod Installation	Per Sqft	25,000.0		25	\$ -
0022	Hydroseeding of Turfgrass	Per Sqft	12,000.0		5	\$ -
0023	Turfgrass slit seeding	Per acre	100.0		1	\$ -
0024	Infield Weed Control	Per Field	35.0		1	\$ -
0025	Soil Test	Per site/per request	1.0		32	\$ -
0026	Irrigation Systems Monthly Inspections	Per System/per request	1.0		1	\$ -
0027	Irrigation Systems Repair and Maintenance Schedule Requests	Per Field	5.0		6	\$ -
TOTAL - SECTION A				\$ -	1	\$ -
BASE YEAR GRAND TOTAL						\$ -

AUTHORIZED CONTRACTOR REPRESENTATIVE (PRINTED NAME)

AUTHORIZED CONTRACTOR REPRESENTATIVE (SIGNATURE)

DATE

COMPANY NAME

RFP – DCAM-17-NC-0062  
Comprehensive Athletic Fields Maintenance

**OPTION YEAR 1**

DCAM-17-NC-0062  
COMPREHENSIVE ATHLETIC FIELDS MAINTENANCE  
OPTION YEAR ONE (1)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	TOTAL ESTIMATED UNIT QTY	FIRM FIXED FULLY LOADED UNIT RATE	ESTIMATED NUMBER OF SESSIONS	FIRM FIXED FULLY LOADED EXTENDED RATE
1000	Restorative Maintenance Premier Fields	Per acre	40.0		1	\$ -
1001	Cool Season Mowing Services	Per acre	100.0		30	\$ -
1002	Warm Season Mowing	Per acre	25.0		40	\$ -
1003	Edging, Trimming, and Weeding	Per acre	75.0		75	\$ -
1004	Warm Season Grasses Slow Release Fertilization	Per acre	19.0		6	\$ -
1005	Cool Season Grasses Fertilization	Per acre	100.0		3	\$ -
1006	Cool Season Core Aeration	Per acre	100.0		2	\$ -
1007	DeepTine Aeration	Per acre	20.0		2	\$ -
1008	Verti-cutting Services (Bermuda Fields Only)	Per acre	950.0		1	\$ -
1009	Topdressing Services (Bermuda Fields Only)	Per acre	1,800.0		1	\$ -
1010	Seeding (cool season)	Per acre	90.0		1	\$ -
1011	Sprigging	Per acre	10.0		1	\$ -
1012	In-Field Dragging and Edging	Per Field	35.0		32	\$ -
1013	Warning Track Dragging and Edging	Per Track	35.0		17	\$ -
1014	Field Lining Services (DCPS Only)	Per game	101.0		130	\$ -
1015	Infield Mix for 90' Baseball Field	Per site/per request	1.0		1	\$ -
1016	Infield Mix for 70' Baseball Field	Per site/per request	1.0		1	\$ -
1017	Infield Mix for 60' Baseball	Per site/per request	1.0		1	\$ -
1018	Infield Mix for 60' Softball Field	Per site/per request	1.0		1	\$ -
1019	Infield Deep Conditioning Services	Per site/per request	1,800.0		3	\$ -
1020	Cool Season Sod Installation	Per Sqft	200.0		1	\$ -
1021	Bermuda Grass Sod Installation	Per Sqft	25,000.0		25	\$ -
1022	Hydroseeding of Turfgrass	Per Sqft	12,000.0		5	\$ -
1023	Turfgrass slit seeding	Per acre	100.0		1	\$ -
1024	Infield Weed Control	Per Field	35.0		1	\$ -
1025	Soil Test	Per site/per request	1.0		32	\$ -
1026	Irrigation Systems Monthly Inspections	Per System/per request	1.0		1	\$ -
1027	Irrigation Systems Repair and Maintenance Schedule Requests	Per Field	5.0		6	\$ -
TOTAL - SECTION A				\$ -	1	\$ -
OPTION YEAR ONE (1) GRAND TOTAL						=

AUTHORIZED CONTRACTOR REPRESENTATIVE (PRINTED NAME)

AUTHORIZED CONTRACTOR REPRESENTATIVE (SIGNATURE)

DATE

COMPANY NAME

RFP – DCAM-17-NC-0062  
Comprehensive Athletic Fields Maintenance

**OPTION YEAR 2**

DCAM-17-NC-0062  
COMPREHENSIVE ATHLETIC FIELDS MAINTENANCE  
OPTION YEAR TWO (2)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	TOTAL ESTIMATED UNIT QTY	FIRM FIXED FULLY LOADED UNIT RATE	ESTIMATED NUMBER OF SESSIONS	FIRM FIXED FULLY LOADED EXTENDED RATE
2000	Restorative Maintenance Premier Fields	Per acre	40.0		1	\$ *
2001	Cool Season Mowing Services	Per acre	100.0		30	\$ *
2002	Warm Season Mowing	Per acre	25.0		40	\$ *
2003	Edging, Trimming, and Weeding	Per acre	75.0		75	\$ *
2004	Warm Season Grasses Slow Release Fertilization	Per acre	19.0		6	\$ *
2005	Cool Season Grasses Fertilization	Per acre	100.0		3	\$ *
2006	Cool Season Core Aeration	Per acre	100.0		2	\$ *
2007	Deeptine Aeration	Per acre	20.0		2	\$ *
2008	Verti-cutting Services (Bermuda Fields Only)	Per acre	950.0		1	\$ *
2009	Topdressing Services (Bermuda Fields Only)	Per acre	1,800.0		1	\$ *
2010	Seeding (cool season)	Per acre	90.0		1	\$ *
2011	Sprigging	Per acre	10.0		1	\$ *
2012	In-Field Dragging and Edging	Per Field	35.0		32	\$ *
2013	Warning Track Dragging and Edging	Per Track	35.0		17	\$ *
2014	Field Lining Services (DCPS Only)	Per game	101.0		130	\$ *
2015	Infield Mix for 90' Baseball Field	Per site/per request	1.0		1	\$ *
2016	Infield Mix for 70' Baseball Field	Per site/per request	1.0		1	\$ *
2017	Infield Mix for 60' Baseball	Per site/per request	1.0		1	\$ *
2018	Infield Mix for 60' Softball Field	Per site/per request	1.0		1	\$ *
2019	Infield Deep Conditioning Services	Per site/per request	1,800.0		3	\$ *
2020	Cool Season Sod Installation	Per Sqft	200.0		1	\$ *
2021	Bermuda Grass Sod Installation	Per Sqft	25,000.0		25	\$ *
2022	Hydroseeding of Turfgrass	Per Sqft	12,000.0		5	\$ *
2023	Turfgrass slit seeding	Per acre	100.0		1	\$ *
2024	Infield Weed Control	Per Field	35.0		1	\$ *
2025	Soil Test	Per site/per request	1.0		32	\$ *
2026	Irrigation Systems Monthly Inspections	Per System/per request	1.0		1	\$ *
2027	Irrigation Systems Repair and Maintenance Schedule Requests	Per Field	5.0		6	\$ *
TOTAL - SECTION A				\$ *	1	\$ *
OPTION YEAR TWO (2) GRAND TOTAL						\$ *

AUTHORIZED CONTRACTOR REPRESENTATIVE (PRINTED NAME)

DATE

AUTHORIZED CONTRACTOR REPRESENTATIVE (SIGNATURE)

COMPANY NAME



RFP – DCAM-17-NC-0062  
Comprehensive Athletic Fields Maintenance

**OPTION YEAR 3**

DCAM-17-NC-0062  
COMPREHENSIVE ATHLETIC FIELDS MAINTENANCE  
OPTION YEAR THREE (3)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	TOTAL ESTIMATED UNIT QUANTITY	FIRM FIXED FULLY LOADED UNIT RATE	ESTIMATED NUMBER OF SESSIONS	FIRM FIXED FULLY LOADED EXTENDED RATE
3000	Restorative Maintenance Premier Fields	Per acre	40.0		1	\$ -
3001	Cool Season Mowing Services	Per acre	100.0		30	\$ -
3002	Warm Season Mowing	Per acre	25.0		40	\$ -
3003	Edging, Trimming, and Weeding	Per acre	75.0		75	\$ -
3004	Warm Season Grasses Slow Release Fertilization	Per acre	19.0		6	\$ -
3005	Cool Season Grasses Fertilization	Per acre	100.0		3	\$ -
3006	Cool Season Core Aeration	Per acre	100.0		2	\$ -
3007	Deeptine Aeration	Per acre	20.0		2	\$ -
3008	Verti-cutting Services (Bermuda Fields Only)	Per acre	950.0		1	\$ -
3009	Topdressing Services (Bermuda Fields Only)	Per acre	1,800.0		1	\$ -
3010	Seeding (cool season)	Per acre	90.0		1	\$ -
3011	Sprigging	Per acre	10.0		1	\$ -
3012	In-Field Dragging and Edging	Per Field	35.0		32	\$ -
3013	Warning Track Dragging and Edging	Per Track	35.0		17	\$ -
3014	Field Lining Services (DCPS Only)	Per game	101.0		130	\$ -
3015	Infield Mix for 90' Baseball Field	Per site/per request	1.0		1	\$ -
3016	Infield Mix for 70' Baseball Field	Per site/per request	1.0		1	\$ -
3017	Infield Mix for 60' Baseball	Per site/per request	1.0		1	\$ -
3018	Infield Mix for 60' Softball Field	Per site/per request	1.0		1	\$ -
3019	Infield Deep Conditioning Services	Per site/per request	1,800.0		3	\$ -
3020	Cool Season Sod Installation	Per Sqft	200.0		1	\$ -
3021	Bermuda Grass Sod Installation	Per Sqft	25,000.0		25	\$ -
3022	Hydroseeding of Turfgrass	Per Sqft	12,000.0		5	\$ -
3023	Turfgrass slit seeding	Per acre	100.0		1	\$ -
3024	Infield Weed Control	Per Field	35.0		1	\$ -
3025	Soil Test	Per site/per request	1.0		32	\$ -
3026	Irrigation Systems Monthly Inspections	Per System/per request	1.0		1	\$ -
3027	Irrigation Systems Repair and Maintenance Schedule Requests	Per Field	5.0		6	\$ -
TOTAL - SECTION A				\$ -	1	\$ -
OPTION YEAR THREE (3)						\$ -

AUTHORIZED CONTRACTOR REPRESENTATIVE (PRINTED NAME)

DATE

AUTHORIZED CONTRACTOR REPRESENTATIVE (SIGNATURE)

COMPANY NAME

RFP – DCAM-17-NC-0062  
Comprehensive Athletic Fields Maintenance

**OPTION YEAR 4**

DCAM-17-NC-0062  
COMPREHENSIVE ATHLETIC FIELDS MAINTENANCE  
OPTION YEAR FOUR (4)

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	UNIT	TOTAL ESTIMATED UNIT QUANTITY	FIRM FIXED FULLY LOADED UNIT RATE	ESTIMATED NUMBER OF SESSIONS	FIRM FIXED FULLY LOADED EXTENDED RATE
4000	Restorative Maintenance Premier Fields	Per acre	40.0		1	\$ -
4001	Cool Season Mowing Services	Per acre	100.0		30	\$ -
4002	Warm Season Mowing	Per acre	25.0		40	\$ -
4003	Edging, Trimming, and Weeding	Per acre	75.0		75	\$ -
4004	Warm Season Grasses Slow Release Fertilization	Per acre	19.0		6	\$ -
4005	Cool Season Grasses Fertilization	Per acre	100.0		3	\$ -
4006	Cool Season Core Aeration	Per acre	100.0		2	\$ -
4007	Deeptine Aeration	Per acre	20.0		2	\$ -
4008	Verti-cutting Services (Bermuda Fields Only)	Per acre	950.0		1	\$ -
4009	Topdressing Services (Bermuda Fields Only)	Per acre	1,800.0		1	\$ -
4010	Seeding (cool season)	Per acre	90.0		1	\$ -
4011	Sprigging	Per acre	10.0		1	\$ -
4012	In-Field Dragging and Edging	Per Field	35.0		32	\$ -
4013	Warning Track Dragging and Edging	Per Track	35.0		17	\$ -
4014	Field Lining Services (DCPS Only)	Per game	101.0		130	\$ -
4015	Infield Mix for 90' Baseball Field	Per site/per request	1.0		1	\$ -
4016	Infield Mix for 70' Baseball Field	Per site/per request	1.0		1	\$ -
4017	Infield Mix for 60' Baseball	Per site/per request	1.0		1	\$ -
4018	Infield Mix for 60' Softball Field	Per site/per request	1.0		1	\$ -
4019	Infield Deep Conditioning Services	Per site/per request	1,800.0		3	\$ -
4020	Cool Season Sod Installation	Per Sqft	200.0		1	\$ -
4021	Bermuda Grass Sod Installation	Per Sqft	25,000.0		25	\$ -
4022	Hydroseeding of Turfgrass	Per Sqft	12,000.0		5	\$ -
4023	Turfgrass slit seeding	Per acre	100.0		1	\$ -
4024	Infield Weed Control	Per Field	35.0		1	\$ -
4025	Soil Test	Per site/per request	1.0		32	\$ -
4026	Irrigation Systems Monthly Inspections	Per System/per request	1.0		1	\$ -
4027	Irrigation Systems Repair and Maintenance Schedule Requests	Per Field	5.0		6	\$ -
TOTAL - SECTION A				\$ -	1	\$ -
OPTION YEAR FOUR (4) GRAND TOTAL						=

AUTHORIZED CONTRACTOR REPRESENTATIVE (PRINTED NAME)

DATE

AUTHORIZED CONTRACTOR REPRESENTATIVE (SIGNATURE)

COMPANY NAME

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The District of Columbia Government, Department of General Services (“District Department” or “DGS”) Contracts and Procurement Division, is seeking up to three (3) Contractor(s) to provide Comprehensive Athletic Field Maintenance and Management Services for approximately 159 acres of athletic fields at 68 sites operated by DPR in Wards 1 through 8 (the “Targeted Fields”) as listed in **Attachment J.9** (Athletic Fields Acreage by Wards).

#### C.1.1 APPLICABLE DOCUMENTS

The performance of Comprehensive Athletic Field Maintenance and Management Services under this Statement of Work (SOW) shall be carried out in a safe and legal manner. The Contractor shall comply with the most recent versions and any future revisions of all applicable standard industry practices, Federal and District laws, Court Orders, regulations, and policies and procedures including but not limited to the Occupational Safety and Health Act (OSHA) and applicable documents listed below (the fact that any of the items referenced below may specify “Most Recent” version, or certain edition or dates, does not restrict in any way the Contractor’s obligation to comply with current or future amendments, modifications, newer versions or replacements to such items):

Item No.	Document Type	Title	Version
1	D.C. Code	D.C. Code, Title 10 Parks, Public Buildings and Grounds <a href="https://beta.code.dccouncil.us/dc/council/code/titles/10/">https://beta.code.dccouncil.us/dc/council/code/titles/10/</a>	Most Recent
2	D.C. Municipal Regulations	District of Columbia Municipal Regulations (DCMR) Title 19 Amusements, Parks, and Recreation Chapter 7 – Department of Parks and Recreation Chapter 11 Recreational Use of Public Land <a href="http://www.dcregs.dc.gov/Gateway/TitleHome.aspx?TitleNumber=19">http://www.dcregs.dc.gov/Gateway/TitleHome.aspx?TitleNumber=19</a>	Most Recent
3	Industry Association	American Nursery and Landscape Association Industry Standards and Practices	Most Recent
4	Industry Association	American Seed Trade Association Industry Standards and Practices	Most Recent

5	Industry Standards	American National Standards Institute (ANSI) Standard Specification ASTM Standards on Irrigation Systems	Most Recent
6	Federal Law	American with Disabilities Act	Most Recent
7	Federal Law	Occupational and Safety Health Act	Most Recent
8	Industry Standards	ASTM Standard Guide for Maintaining Cool Season Turfgrasses on Athletic Fields	Most Recent
9	Industry Standards	ASTM Standard Guide for Maintaining Warm Season Turfgrasses on Athletic Fields	Most Recent

### C.1.2 DEFINITIONS AND ACRONYMS

- C.1.2.1 Athletic Fields and Playing Fields:** Any fields used for athletic play to include football, baseball, softball, lacrosse, rugby.
- C.1.2.2 Comprehensive Athletic Fields Maintenance and Management Services:** shall have the meaning given to such term in Section C.2.
- C.1.2.2 Core Aerating:** A process in which plugs of earth (3/4" deep) are taken out of the ground by core aerating machine and left on the turf to allow for water, fertilization and compaction alleviation.
- C.1.2.3 Infield Mix:** A soil based product that shall be free of any stones over 1/4" in any dimension. It shall contain no organic matter and meet the following mechanical analysis:
- Sand (2.0-.005mm) 60-75%
  - Silt (0.05 – 0.002mm) 15-30%
  - Clay (less than 0.002mm) 0-10%
- C.1.2.4 Invasive Species:** An alien species whose introduction does or is likely to cause economic or environmental harm or harm to ecosystems or human health.
- C.1.2.5 Over-seeding:** A process to seed over existing turf by use of a slit-seeding machine that creates a slit in the turf and inserts grass seed for germination.
- C.1.2.6 Salesforce:** is DGS's current online work order and maintenance management system
- C.1.2.6 Services:** shall have the same meaning as "Comprehensive Athletic Fields Maintenance and Management Services".
- C.1.2.6 Sod:** A section of grass covered surface soil held together by matted roots.

**C.1.2.7 Targeted Fields:** shall have the meaning given to such term in Section C.1.

**C.1.2.7 Turf:** Areas within the parks, recreation centers, and facilities that are covered in grass and are used for athletic purposes or general green space used in recreational activities.

## **C.2 Background**

DGS is committed to improving the quality and appearance of athletic fields at District parks and recreation centers. DGS is seeking up to three (3) experienced Contractors to perform certain Comprehensive Athletic Fields Maintenance and Management Services, as described herein, to the Targeted Fields in accordance with the manner, time and other requirements outlined below (collectively, the “Comprehensive Athletic Fields Maintenance and Management Services”). The intent of this solicitation is to ensure that the Targeted Fields project a beautiful and professional appearance to the public.

Due to the seasonal requirement for Comprehensive Athletic Fields Maintenance and Management Services, a Contractor’s responsiveness to provide timely, accurate, and professional Services described herein is of the utmost importance. Services shall be performed from March until November as determined by the COTR. The COTR shall have the right, in her/his sole and absolute discretion, to change such months based upon, among other things, changing weather conditions.

### **C.2.1 Goals and Objectives**

The District is committed to identifying the level of deferred maintenance, to correct the state of its facilities, and to subsequently improving the quality and appearance of the Targeted Fields.

## **C.3 REQUIREMENTS**

The Contractor shall provide management, supervision, transportation, labor, materials, supplies and equipment, and shall plan, schedule, coordinate and perform Comprehensive Athletic Fields Maintenance and Management Services for the Targeted Fields. The Contractor shall furnish all supplies, materials and services that comply with the standards and guidelines set forth in Section C.1.1 of this solicitation.

### **C.3.1 Restorative Maintenance Premier Fields Services (CLIN 0000)**

When ordered by the COTR, the Contractor shall provide restorative maintenance services for each Targeted Field. The required restorative maintenance services vary by location and shall typically include, but are not limited to, the following:

Comprehensive Athletic Fields Maintenance

- a. Removal of accumulated trash, plant material and debris (including along fence lines and in dug-outs);
- b. Removal of leaves and invasive plant materials, extensive ground cover; and
- c. Removal of areas of brush and over-growth.

**C.3.2 Cool Season Mowing Services (CLIN 0001)**

**C.3.2.1** The Contractor shall provide hand and mechanical mowing services to achieve a uniform appearance in accordance with ASTM turfgrass maintenance standards (Documents 8 and 9). The COTR has the right to reschedule or cancel a scheduled mow up to 24 hours in advance of the mow. Services shall include at a minimum the following:

- a. Scheduled turf mowing;
- b. Trash/debris removal; and
- c. Edging, trimming, and weeding.

**C.3.2.2** The Contractor shall remove all trash and debris prior to mowing. The Contractor shall conduct a pre-mowing site walk through to remove all debris that will interfere with the mowing operations such as trash, limbs, or other items in the turf areas.

**C.3.2.3** The Contractor shall remove all other materials such as tree trimmings and branches and leaves from all turf service areas at the end of each mowing operation. In addition, the Contractor shall remove any grass clippings or other debris on paved surfaces within the property boundaries by blowing all paved areas. The Contractor shall clear and clean all paved surfaces and drainage structures of grass clippings and other debris following each mowing by blowing or sweeping all of the hard surface areas within the property boundaries.

**C.3.2.4** The Contractor shall mow turf in such a way that clippings are not piled up or rows of clippings are formed. The Contractor shall change the mowing pattern or direction at each cut to reduce the grooves in the turf caused by equipment. Clippings should be recycled back into the turf. However, if clippings pile up, the Contractor shall remove all excess clippings in piles from turf areas at the conclusion of each mowing operation. The Contractor shall repair, at its cost, any turf damaged during mowing operations to its condition immediately before the damage within 72 hours of being notified of the damage by the COTR or agency designee designated agency point of contact.

**C.3.2.5** The Contractor shall perform mowing services so as to not project grass clippings on paved surfaces, planting beds, pool surfaces, tree rings, drainage structures, retaining walls, curbs, fence lines, and all areas abutting the grass; and

**C.3.2.6** The Contractor shall not use District owned trash receptacles and dumpsters located on-site for the disposition of trash organic matter and debris.

**C.3.2.7** The Contractor shall submit daily mowing reports using the Salesforce. Reports shall be submitted by 11:00 am on the day following mowing.

**C.3.2.8 Warm Season Mowing (CLIN 0002)**

The Contractor shall only use specialty sports turf mowers on premier fields (listed in Attachment J.9). These mowers shall have floating decks and reel mowers are preferred for quality cut.

**C.3.2.9 Edging, Trimming, and Weeding (CLIN 0003)**

The Contractor shall perform edging, trimming, and weeding of all athletic field areas during each mowing visit including, but not limited to, fence lines, dug-outs, tree rings, beneath bleachers, sidewalks, storage areas, bull-pens, and batting cages. Edging, trimming, and weeding services shall be provided by the Contractor as follows:

- a. Use a wheeled gas-powered edger with blades for areas where the turf meets a concrete surface or any other paved surface;
- b. Use a string trimmer to define the edge of tree rings, holding it upside down to create a clean cut vertically; and
- c. Implement weed control and eradication of invasive materials by utilizing controlled watering and tilling, hand weeding, and low toxicity chemicals.

**C.3.3 Fertilizing**

When ordered, the Contractor shall perform fertilizing at designated athletic field as described below:

**C.3.3.1 Warm Season Grasses Slow Release Fertilization (Bermuda Grass Fields) (CLIN 0004)**

The Contractor shall use a slow release fertilizer. The specific type will be Poly On or Extend. The fertilizer will be put out on the Bermuda Fields in late May or early June. The rate will be 2-4 lbs. per 1,000 square feet. The Contractor shall put down the fertilizer with a rotary spreader or vicon. The Contractor shall not cause ruts when applying fertilizer.

**C.3.3.2 Cool Season Grasses Fertilization (Bluegrass, Fescue Fields) (CLIN 0005)**

The Contractor shall apply the Spring application of Poly On or Extend at a rate of 1-2lbs. per 1,000 square feet. After Aeration, the Contractor shall apply a fall application of Poly On or Extend at a rate of 1-2lbs. per 1,000 square feet. The Contractor shall apply the fertilizer with a rotary spreader or vicon. The Contractor shall not cause ruts when applying fertilizer.

- C.3.3.3** The Contractor shall obtain approval, prior to application, by the COTR for use of any other fertilizer.

**C.3.4 Aeration**

**C.3.4.1 Cool Season Core Aeration (CLIN 0006)**

When ordered by the COTR, the Contractor shall perform core aeration.

- a. Core aerate by using an open tine aerator to a minimum depth of 2/4". Aeration shall produce holes 2" to 3" apart, or a minimum of 10 to 20 holes per square foot.
- b. The Contractor shall perform core aeration as to not damage underground sprinkler systems (including heads). If the Contractor damages the sprinkler system, all replacement costs due to damage shall be borne by the Contractor.
- c. A cam aerate is require.

**C.3.4.2 Deeptine Aeration (CLIN 0007)**

When ordered by the COTR, the Contractor shall perform deeptine aeration.

- a. Deeptine Aeration will be used on all premier fields. The depth will be at a minimum of 6 inches.
- b. 1/2 or 3/4 inch solid tine will be applied upon direction from the COTR.

**C.3.4.3 Verti-cutting Services (CLIN 0008)**

When ordered by the COTR, the Contactor(s) shall perform comprehensive verti-cutting services to Bermuda grass fields.

**C.3.4.5 Topdressing Services for Bermuda Grass field and any specify Cool Season Field (CLIN 0009)**

When ordered by the COTR, the Contactor(s) shall perform comprehensive topdressing services to Bermuda and cool season grass fields, which must be completed mid-summer.

- a. The topdressing material will be premium grade top dress material compose approve by the COTR .

**C.3.5 Seeding (CLIN 0010)**

When ordered by the COTR, the Contractor shall provide seeding services.

- a. If requested overseeding of cool season grass field will occur in March, the second will occur in September. The rate for overseeding will be 2 lbs. per 1.000 square feet or in accordance with the manufacturer's instructions. If it is determined by the



COTR that a heavier rate be used for turf establishment, the rate will be 4 lbs. per 1,000 square feet.

- b. If requested, overseeding Bermuda Grass fields will take place in early October at a rate of 12lbs per 1,000 square feet using approve perennial rye grass.
- c. The COTR will provide an accurate number of acreage for applying seed for each property. This will be provided one week in advance of the overseeding process.

### **C.3.6 Sprigging (CLIN 0011)**

When ordered by the COTR, the Contractor will be responsible for marking any irrigation boxes or heads before the sprigging process occurs. The rate will be determined by the Contractor and COTR. The Contractor shall use equipment to create the proper soil to sprig contact thus ensuring good results. Sprigging shall only be completed with proper sprig installation equipment (example: Sprig Master II). The Contractor shall clean up any debris or trash left behind after sprigging.

### **C.3.7 In-Field Dragging and Edging (CLIN 0012)**

**C.3.7.1** The Contractor shall drag and edge ball fields identified in Attachment J.9. Athletic and ball fields vary in size and involve the following:

- a. Service Areas
  - 1. Baseball/Softball fields (60 feet)
  - 2. Baseball fields (70 Feet)
  - 3. Baseball fields (90 Feet)

b. Preparation and Maintenance

**C.3.7.2** The Contractor shall submit weekly dragging reports using the Salesforce.

#### **C.3.7.3 Dragging**

- a. The schedule for in-field preparation and maintenance for each baseball and softball field will be provided by the COTR after the award of the contract, but as a general rule shall be completed no less than bi-weekly (such frequency shall be determined by funding availability). The District reserves the right to add or delete in-field maintenance locations at any time.
- b. All infield dragging areas shall be defined as infield dirt, baselines, home plate, and pitchers mound. Dragging of baseball and softball field infields shall be completed no less than bi weekly (such frequency shall be determined by funding availability). All piles will be raked out after dragging. All edges will be swept and raked to make a uniform surface. The pitchers mound and home plate areas will be done by hand with a drag mat.

#### **C.3.7.4 Edging**

The Contractor shall edge all the baseball and softball infields. This edging shall be completed at least once a month or as needed. This includes all baselines, home plates, and pitching mounds. This work shall occur during the dragging visit and shall not be charged separately from the dragging.

#### **C.3.8 Warning Track Dragging and Edging (CLIN 0013)**

The Contractor shall drag all warning tracks as directed by the COTR. This will be done no less than once a month. Please see Attachment J.9 for warning track listing.

#### **C.3.9 Field Lining Services (CLIN 0014)**

When ordered by the COTR, the Contractor shall be required to perform field lining services for infield maintenance and preparation. A Contractor shall ensure:

- a) That field lining services are coordinated with infield dragging and edging services; and
- b) Edges of diamonds shall be trimmed in the spring and as required by the COTR.

#### **C.3.9 In-Field Mix (CLIN 0015-0018)**

When ordered by the COTR, the Contractor shall add infield mix as described in C.1.2.3 on baseball and softball fields. The infield mix of 90' of the baseball will require 20 tons of ball diamond mix, the infield mix of 70' of the baseball field will require 15 tons of ball diamond mix, the infield mix of 60' of the baseball field will require 12.5 tons of ball diamond mix and the infield mix of 60' of the softball field will require 12.5 tons of ball diamond mix. Contractor will make sure all grass edges are clear of ball diamond mix and to fix any ruts they may have caused. The Contractor shall make sure to provide a surface that is graded to a + or - of 1/4 on all infield dirt fields. Infield mix must be approved by COTR prior to application.

#### **C.3.9.1 Infield Deep Conditioning Services (CLIN 0019)**

When ordered by the COTR, the Contractor shall be required to perform infield deep conditioning at sites specified by the COTR which shall consist of the following:

- i. Addition of in-field mix in low spots
- i. Mechanically till entire in-field area to a minimum depth of 4 inches;
- iii. Hand rake edges;
- iv. Mechanically roll in-field area; and

- v. Grade and level in-field area via the use of a laser grading system.

### **C.3.10 Sod Installation**

#### **C.3.10.1 Cool Season Sod Installation (CLIN 0020)**

- a. The Contractor shall provide sod installation on an as needed basis as directed by the COTR. Sites requiring sod repair will be provided by the COTR. The specific cool season grass type will be designated by the COTR.
- b. The Contractor shall strip the field or thin spot with sod cutters. A tractor or skid loader can be used to strip large surfaces. Once the area is stripped the area will be graded to a + or – of 1/4inch. The sod will be put down after grading. Sod shall be pulled tightly together to have no seams. All debris on the sod will be picked up. Larger sod installations (for entire outfield spaces or soccer and football fields) shall be completed via sod rolls.
- c. All of the sodding shall be complete without damaging any other portions of the field. If the need to drive on the field with heavy equipment or truck occurs, a surface of plywood will be provided by the Contractor to prevent rutting on the field. Any damage caused shall be repaired by the Contractor, at its cost, within a 48-hour period of the damage occurring.

#### **C.3.10.2 Bermuda Grass Sod Installation (CLIN 0021)**

- a. The Contractor shall provide sod installation on an as needed basis as directed by the COTR. Sites requiring sod repair will be provided by the COTR. The grass type will be Patriot Bermuda grass or equivalent and shall be approved by the COTR.
- b. The Contractor shall strip the field or thin spot with sod cutters. A tractor or skid loader can be used to strip large surfaces. Once the area is stripped, the area will be graded to a + or – of 1/4inch. The sod will be put down after grading. Sod shall be pulled tightly together to have no seams. All debris on the sod will be picked up. Larger sod installations (for entire outfield spaces or soccer and football fields) shall be completed via sod rolls.
- c. All of the sodding shall be complete without damaging any other portions of the field. If the need to drive on the field with heavy equipment or truck occurs, a surface of plywood will be provided by the Contractor to prevent rutting on the field. Any damage caused shall be repaired by the Contractor, at its cost, within and 48--hour period.

**C.3.11 Hydroseeding of Turfgrass (CLIN 0022)**

The Contractor shall supply, deliver and install as directed by the COTR, hydroseeding of turfgrass with COTR approved seed. Seed shall be a blue tag certified seed mixture which is compatible with existing grass and suitable to environmental conditions of the Transition Zone.

**C.3.12 Turfgrass Slit Seeding (CLIN 0023)**

The Contractor shall supply, deliver and install as directed by the COTR, turfgrass slit seeding with COTR approved seed. Seed shall be a blue tag certified seed mixture which is compatible with existing grass and suitable to environmental conditions of the Transition Zone. A minimum of 2.5 pounds per 1,000 square feet in one direction or a minimum of 5 pounds per 1,000 square feet in two directions.

**C.3.13 In-Field Weed Control (CLIN 0024)**

The Contractor shall supply, deliver and install as directed by the COTR, in-field weed control via low toxicity chemicals. This service shall be required as requested by the COTR.

**C.3.14 Soil Test (CLIN 0025)**

The COTR will order up to ten (10) soil tests per year. The Contractor shall perform the soil tests within ten (10) days of the request and the Contractor shall provide the results of the tests to the COTR within two (2) business days after completion of soil test.

**C.3.15 Irrigation Services**

The Contractor shall provide automated irrigation system inspection and maintenance services for all existing automated irrigation systems at the Targeted Fields.

The Contractor shall provide automated irrigation systems inspection and maintenance services in accordance with the applicable ANSI standards (Applicable Document #5) with the start up and winterizing dates to be established by the COTR representative.

**C.3.15.1 Irrigation Systems Monthly Inspections (CLIN 0026)**

The Contractor shall perform monthly visual inspections of all irrigation systems to evaluate the need for repairs, adjustments, or to schedule maintenance. Inspection shall be completed within the first week of each month. Services shall include an examination of the following components or elements of the irrigation systems at a minimum:

- a. Adjust nozzles, sprays, rotors, risers to avoid spray onto pathways, sidewalks, and streets, in-fields, and to maximize coverage and efficiency;
- b. Adjust irrigation clocks including run times to current weather conditions and permitting schedule of the fields that shall be provided by the COTR.
- c. Note damaged valve box covers;
- d. Note all damaged or missing nozzles and replace broken wires;
- e. Check rain and freeze sensors and note missing or defective rain sensors;
- f. Note broken lateral or mainlines; and
- g. Troubleshoot potential problems and implement approved preventive measures.
- h. Submission of an irrigation inspection report using Salesforce. The Contractor shall submit the reports by the next business day following the first week of the month.

#### **C.3.15.2 Irrigation Systems Repair and Maintenance Schedule Requests (CLIN 0027)**

- a. The Contractor shall notify and obtain the approval of the COTR before performing any repairs on an irrigation system. The Contractor shall submit recommendations on zone modifications or additions to the COTR for review and approval before performing work.
- b. Damage to any parts of the irrigation systems that are the result of the Contractor's performance of work shall be repaired at the Contractor's cost and at no cost to the District.

### **C. 3.16 COST REIMBURSEMENT COMPONENT**

#### **C.3.16.1 Irrigation System Start up and Winterization Services/Per system (CLIN 0028)**

- a. The Contractor shall perform the following start-up services in the Spring and winterizations services in the Fall for each irrigation system as directed by the COTR. The Contractor shall at a minimum include the following:
  - i. Evaluation of controller program;
  - ii. Inspection and fine-tuning of all irrigation heads;
  - iii. Inspection of wire connections at controller and all valve boxes;
  - iv. Inspection of rain sensor components;
  - v. Location of all electronic valve boxes;
  - vi. Inspection of backflow connections for leaks and wear;

- vii. Measurement of water pressure and inspect water source for correct operation;
  - viii. System audit and adjustment of systems for water efficiency; and
  - ix. All irrigation systems shall be drained completely.
- b. All water supply valves shall be shut off and their location clearly be identified by physical marking (required for winterization only).
- c. After a start up or winterization service has been performed, the Contractor shall submit a list of items that are broken or need fixing to the COTR within 24 hours. The District of Columbia can provide any parts needed to the Contractor to fix any irrigation problem. The Contractor shall provide an invoice for any parts purchased for an irrigation job. The Contractor will give notice to the COTR when done with any irrigation repairs.
- d. The COTR will provide extra soil for the Contractor to bring all irrigation boxes and heads up to a level surface. The Contractor will notify the COTR if any soil is needed to fill around any irrigation boxes or heads. If DGS does not have extra soil to use, the Contractor shall provide a cost for the extra soil and work.

**C.3.16.2 Irrigation System Start up Certification (CLIN 0029)**

The Contractor shall certify the operable status or condition of each irrigation system upon completion of the spring start up services. The Irrigation System Start up Certification for Spring shall be provided as set forth in Section F.3.

**C.3.16.3 Irrigation System Winterization Certification (CLIN 0030)**

The Contractor shall certify the status or condition of each irrigation system upon completion of the fall shut down services. The Irrigation System Shut Down Certification for Fall shall be provided in accordance with F.3.

**C.3.16.4 Irrigation Systems Inventory Report (CLIN 0031)**

The Contractor shall update and complete an inventory of existing and new DGS irrigation systems. This work may be completed during the monthly inspections. Information to be gathered includes, controller make and model, backflow size, and other systems related information. This information shall be inputted into the COTR approved Salesforce report template (Attachment J.10).

**C.3.16.5 Emergency Landscaping Services (CLIN 0032)**

The Contractor shall provide emergency landscaping services as described below.

- a. The Contractor shall maintain the capacity to provide emergency landscaping maintenance services within four (4) hours of a request by the COTR. The

Contractor shall coordinate the delivery of emergency services including stabilization of the emergency, evaluation and assessment of the scope and severity of prevailing conditions. The Contractor shall present any potential solutions and alternatives. Furthermore, Contractor shall implement an emergency response in accordance with direction of the COTR.

- b. The Contractor shall provide emergency landscaping services which include, but are not limited to, the following:
  - i. Securing a site for safety and security reasons;
  - ii. Downed tree or tree limbs removal; and
  - iii. Emergency situations (e.g. sink holes, collapsed batting cages, etc.) as identified by the COTR.

### **C.3.17 Staffing**

**C.3.17.1** The Contractor shall allocate a qualified workforce, adequately trained and equipped, and sufficient in numbers to successfully perform the requirements of this contract.

**C.3.17.2** The Contractor's staff shall at a minimum:

- a. Perform the required services in a skillful and workmanlike manner; and
- b. Maintain a familiarity with acceptable industry standards in landscaping and horticulture.

### **C.3.17.3 Key Staff**

The positions listed below are considered to be key personnel. The Contractor shall provide staffs that at minimum meet the qualifications listed.

1. Project Manager (PM) that shall serve as the Contractor's primary point of contact and shall maintain overall responsibility for the successful completion of the requirements described in Sections C.3.1 through C.3.16. The PM shall have a minimum of (5) five years' experience in the delivery of athletic field maintenance and management services similar in nature, scope and complexity as the services described herein. This individual shall be proficient in writing and in speaking English.
2. Certified Pest Applicator maintaining a certification to operate in DC, Virginia and Maryland. The IPM Specialist certifications shall be provided within thirty (30) days of contract award.
3. Irrigation System Repair and Maintenance Services Specialist having a minimum of (5) five years' experience in the repair and maintenance of automated irrigation systems.

4. Field Supervisors/Crew Leaders having a minimum of (5) five years of practical experience with providing athletic field maintenance and management services similar in nature, scope and complexity as the Services described herein.
5. Emergency Point of Contact that shall serve as the COTR's primary point of contact for emergency and snow removal services. Subject should possess at least (5) five years of experience in dealing with emergencies, including the knowledge and skill necessary to react and deliver under the pressure of emergency conditions.

#### **C.3.17.4 Organization and Supervision**

- a. The Contractor shall provide organization, supervision and oversight to effectively perform the required services in a successful, safe, and professional manner. The Contractor shall ensure the provision of the following:
  - i. An organizational structure provided in the form of an organizational chart that clearly describes the lines of supervision and authority and establishes accountability among the Contractor's staff and subcontractors as applicable, to perform work under this contract. The organizational structure shall clearly identify the key staff to complete all parts of the SOW.
  - ii. Staff instruction and training in the safety regulations necessary for the safe and efficient operations of equipment and the proper maintenance thereof to include, at a minimum, safety procedures in accordance with the U.S. Department of Labor, Occupational Safety Health Administration (OSHA), (Applicable Document #7);
- b. The Contractor shall provide adequate supervision to consist, at a minimum, of a Field Supervisor or Team Leader for each operational crew performing the required services described in C.3.1 through C.3.16; and Certification of the following:
  - i. Certification of the Pesticide Application; and
  - ii. Additional licenses and certifications as applicable or required by District or federal law.
- c. The Contractor shall provide, to the COTR, its Organizational Chart 15 days after contract award.
- d. The Contractor shall select, supervise and exercise control and direction over its employees and Subcontractors under this contract. The COTR may direct the Contractor to remove from the site any employee or Subcontractor whose continued employment on the site is deemed to be contrary to the best interests of the District.



**C.3.18 Materials, Supplies, and Equipment**

**C.3.18.1** The Contractor shall furnish all materials, supplies, and equipment to perform under this contract, including the necessary licensed, insured, and inspected vehicles to transport staff, equipment, and other supplies.

**C.3.18.2** The Contractor shall have available at a minimum the following specific materials, supplies, and equipment to perform the required Services:

a. Site Inspection and Survey Services

Digital Camera

b. Turf Maintenance and Management Services

1. Mowers – The Contractor’s mowing equipment, hand mowers and mechanical, shall be maintained in excellent operating condition, with all grass cutting edges sharp, clean, and in proper adjustment. Mowing equipment shall be operated in such a manner as to prevent damage to the turf, trees, shrub and groundcover areas, park structures, patrons and workers.
2. Equipment – The Contractor shall provide all necessary equipment to perform the requirements of the contract including but not limited to edging equipment, string trimmers, weed eaters, blowers, brooms, rakes, equipment to aerate and over seed, water, and fertilize.
3. Fuel – required to operate mowers and equipment;
4. Safety Devices – The Contractor shall maintain all safety devices and equipment needed to maintain safe and efficient operations.

c. Landscaped Areas Management and Maintenance Services

The Contractor shall provide native seeds, plant material, and plugs obtained from a reputable source. The Contractor shall provide the COTR with the source of all seeds, plant materials, and plugs including the name of the producer/grower, nomenclature data, and other information as needed. Plant material, plugs, and seeds shall not be collected from the wild. All plant material furnished and installed by the Contractor must be nursery grown in accordance with standard horticultural practices, as established by the American Association of Nurserymen, and grown under climatic conditions similar to those in the locality of the project. Any exceptions must be approved by the COTR.

d. Planting and Maintenance equipment

4. Planting and Pruning - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract;
5. Watering Equipment – The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract.

e. Irrigation Systems

1. Irrigation System Parts - The Contractor shall supply all necessary equipment and supplies to perform the requirements of this contract.

**C.3.19 Guarantees and Warranties and Product Information**

**C.3.19.1** The Contractor's workmanship and materials shall be guaranteed from defects for a period of one year from the date of acceptance by the COTR except where the manufacturer offers a longer period of warranty, in which case the manufacturer's warranty shall prevail. The Contractor shall provide all shop drawings, testing, guarantees, warranties, as-built drawings, manuals that are necessary to put all work in first class operating condition.

**C.3.19.2** The Contractor shall provide the COTR copies of all warranty information for products and materials accepted. The warranty information shall be provided as set forth in Section F.3.

**C.3.20 Replacement Materials**

The Contractor shall replace, at no additional cost to the District, all materials that fail, or show signs of imminent failure as per manufacturer's standards during the course of one (1) year following installation with equal size and quality or greater. Replacement materials and replacement plant materials shall be guaranteed for an additional one-year period from the date of their installation.

**C.3.20.1 Replacement Materials List**

Replacement materials and substitutions shall be submitted for review and approval by the COTR prior to their installation. Replacement substitutions installed without the prior approval of the COTR will be rejected at the Contractor's cost.

**C.3.21 Safety and Site Conditions**

**C.3.21.1 Safety**

The Contractor shall ensure that the operations of staff, equipment, and supplies are maintained in accordance with applicable industry standards and the Occupational Safety and Health Administration (OSHA). The Contractor shall ensure that at a minimum the following:

- a. All staff shall at all times wear:
  1. Approved clothing, safety vests and any other equipment required to meet OSHA standards;
  2. Adequate eye protection; and
  3. Safety shoes, as applicable;

- b. Seat belts shall be worn by all vehicle/equipment operators and other staff;
- c. Vehicles used to transport employees shall have seats firmly secured and adequate for the number of staff to be carried;
- d. All electrical tools shall be adequately grounded or double insulated. If extension cords are used, they shall be free of defects and designed for their environment and intended use; and
- e. Limiting access to the recreation center or facility if conditions are unsafe or if the type of work being performed may represent a hazard to the public.

**C.3.21.2 Accident and Unusual Incident Reports**

The Contractor shall submit Accident and Unusual Incident Reports within 24 hours of the accident or incident. The Accident Reports shall be provided in accordance with F.3.

**C.3.21.3 Site Condition**

- a. The Contractor shall perform clean up upon completion of work at a site, and at the end of each workday if work is to be completed the following day. In addition, the Contractor shall keep the Targeted Fields free of scattered debris and refuse. Debris and refuse, along with demolition materials shall be removed from site immediately and legally disposed of off-site.
- b. The Contractor shall not be allowed to stockpile material at any of the sites unless authorized by the COTR in writing.

**C.3.22.4 Technical Capabilities**

The Contractor shall maintain at a minimum the following technical and communicative capabilities:

- a. An operable phone line;
- b. An operable fax line;
- c. A dedicated line for electronic transmission and receiving; and
- d. Nextel phones with two-way communication capability.

**C.3.23 Meetings Requirements**

**C.3.23.1 Production Meetings**

The Contractor shall plan, organize and conduct weekly meetings with the COTR to discuss progress of work and any issues related to the performance of the contract. The Contractor shall prepare, correct, and distribute the approved meeting minutes to all attendees of the meeting within five (5) business days as set forth in Section F.3.

**SECTION D**  
**PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the resultant contract shall be governed by Article number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016). (**Attachment J.1**)

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by by Article No. 5, Inspection of Supplies, and Article No. 6, Inspection of Services, of the Government of the District of Columbia’s Standard Contract Provisions for use with Supplies and Services Contracts, dated January 2016. (**Attachment J.1**)
- E.2** The manufacturer’s recommended methods of installation (unless superseded by the specifications) will become the basis for inspection and acceptance of the actual work or installation.
- E.3** The COTR shall have the right to refuse and reject any or all plant material not meeting industry standards.
- E.4** The District will conduct weekly inspections/evaluations of all phases of the services to be performed by the Contractor. Emphasis will be placed on quality, compliance with the requirements as listed in Section C.3 through C.3.16 and timeliness of the Contractor’s service delivery.

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

**Base Term:** The base term of the Contract will be for one (1) year from the date of Contract execution.

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

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

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

**F.2.3** The price for the option period shall be as specified in the Section B of the Contract (Section **B.7** (and **Attachment J.14**)).

**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.3 DELIVERABLES**

The Contractor shall provide to the COTR, unless otherwise specified, the following deliverables in the table below. Required soft copies or digital reports shall be provided in Microsoft Office compatible formats.

<b>SOW Section</b>	<b>Deliverable Name</b>	<b>Quantity and Format</b>	<b>Due Date</b>
C.3.2.7	Daily Mowing Reports	One (1) soft copy	No later than 11:00 am the day following mowing
C.3.7.2	Dragging Reports	One (1) soft copy	Weekly

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<b>SOW Section</b>	<b>Deliverable Name</b>	<b>Quantity and Format</b>	<b>Due Date</b>
C.3.14	Soil Tests Reports	One (1) soft copy and one (1) hard copy	Two (2) days after completion of soil test
C.3.15.1.h	Irrigation Inspection Reports	One (1) soft copy	Next business day following 1 <sup>st</sup> week of the month
C.3.15.2	Irrigation system recommendations on zone modification or additions	One (1) soft copy	Prior to performing recommended work
C.3.15.3.c	List of items broken or needing fixing	One (1) soft copy	24 hours after each start up or winterization service
C.3.15.3.c	Invoice for repair parts	One (1) soft copy	After completion of approved repairs
C.3.15.3.1	Certification for Irrigation System Start- up	One (1) soft copy and one (1) hard copy	Upon completion of start up
C.3.15.3.2	Certification for Irrigation System Shut-down	One (1) soft copy and one (1) hard copy	Upon completion of winterization
C.3.15.4	Inventory List of Irrigation Systems	One (1) soft copy	Monthly
C.3.17.5.c	Organizational Chart	One (1) soft copy and one (1) hard copy	15 days after contract award
C.3.19.1 and C.3.19.2	Guarantees, Warranties, and Product Information Reports	One (1) soft copy and one (1) hard copy	Within 30 days of delivery
C.3.20.1	Replacement material and substitutions	One (1) soft copy	Prior to installation
C.3.21.2	Accident and Unusual Incident Report	One (1) soft copy and one (1) hard copies	Within 24 hours from incident
C.2.23.1	Meeting minutes	One (1) soft copy	Within 5 days following weekly meeting

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- F.3.1** The Contractor shall submit to the District, 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 District shall not make final payment to the Contractor pursuant to section G.3.2.



**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**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 District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.
- G.1.3** The Contractor will be paid for Comprehensive Athletic Fields Maintenance services (C.3.1 – C.3.16) on a monthly basis.

**G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit invoices electronically to the DGS EASI Pay Portal located on the DGS Website: <https://dgs.onbaseonline.com>. All Contractors are required to register for access to EASI; for assistances with the registration process, technical assistances and or additional instructions please contact the Portal Help Desk at (301) 563-3025. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Prompt Payment Act.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number, invoice number and appropriate Purchase Order;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**G.2.3 Invoice Submission to COTR**

**G.2.3.1** For submission of all invoices to the COTR the following protocol must be observed.

- a. Email all invoices to the COTR as an attachment, preferably a PDF document attachment. Do not deliver invoices by fax, hand delivery, or mail.
- b. When emailing invoices do the following:
  1. Title the invoice email with the following information:
    - i. Contractor Name INVOICES\_MonthYear\_Number of Invoices
      - a. Example:  
DoeIncINVOICES\_Feb2010\_10
  2. The email should only relate to invoices. This means do not reply to miscellaneous emails with invoices attached, do not attach other documents that are not relevant to the invoice.
  3. Send all invoices for one month of service in one email. Do not send multiple emails for different invoices.
  4. In the body of the email please list out all invoices submitted for that month and all totals for each invoice.

**G.2.3.2** To constitute a proper invoice for Reimbursable Services, the Contractor shall submit the following information on the invoice:

- a. A copy of the authorized work request;
- b. A copy of the authorized quote for Reimbursable Services;
- c. Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);
- d. Contract number;
- e. Contractor assigned invoice number;
- f. Once an invoice number is assigned by a Contractor it may not be used again for another invoice at a later date or a separate invoice within the same month.
- g. Line item of for each date Reimbursable Service;
- h. If applicable, description, price, quantity and the date(s) those additional supplies were delivered.
- i. Line item total of all fees;
- j. Name, title, telephone number, email address, and complete mailing address of the responsible official to whom payment is to be sent;
- k. Name, title, phone number, and email address of person preparing the invoice;
- l. Name, title, phone number and email address of person (if different from the person identified as preparer of invoice) to be notified in the event of a defective invoice; and

m. Authorized signature.

**G.2.3.3** The Contractor shall invoice the District for Reimbursable Services that are authorized by the District, on a single invoice per occurrence within thirty (30) days of completion and acceptance of work. This invoice shall clearly identify each Reimbursable Service, repair or additional, and show further breakdown into parts and labor components. The labor component shall indicate the total labor hours or cost, and the portion of the invoice claimed as reimbursable. If Reimbursable Services were subcontracted, copies of the subcontractor's invoices shall be attached. If the Contractor directly purchased parts or components, copies of receipts shall be attached.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the fifty one percent (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** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with fifty one percent (51%), District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 LUMP SUM PAYMENT**

The District will pay the full amount due to the Contractor after:

- a. Completion and acceptance of all work; and
- b. Presentation of a properly executed invoice.

#### **G.4.1 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES**

Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B 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 include wages, overhead, general and administrative expenses and profit.

## **G.5 COST REIMBURSEMENT CEILING**

**G.5.1** Cost reimbursement ceiling for this contract is set forth in Section B.5. The District will reimburse the Contractor for the actual cost of parts to repair irrigation systems and for extra soil to bring the irrigation boxes and heads up to level surface if the soil is not provided by the District as outlined in section C.3.16.3.d.

**G.5.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.5.

**G.5.3** 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 cost reimbursement ceiling.

**G.5.4** The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

**G.5.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

**G.5.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.5, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.5, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

**G.5.7** 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 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.5.8** If any cost reimbursement ceiling specified in Section B.5 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.5.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.5, unless the change order specifically increases the cost reimbursement ceiling.

**G.5.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

## **G.6 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.6.1** 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.6.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.6.3** 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.7 THE QUICK PAYMENT CLAUSE**

### **G.7.1 Interest Penalties to Contractors**

**G.7.1.1** 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 1% 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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.7.1.2** 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.7.2 Payments to Subcontractors**

**G.7.2.1** 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 this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, 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.7.2.2** 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 1% 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:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.7.2.3** 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.7.2.4** 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 of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.7.3 Subcontract requirements**

**G.7.3.1** 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), as amended.**

### **G.8 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:

**Franklin Austin, CPPB, CPM**  
Contracting Officer  
Department of General Services (DGS)  
1250 U Street, NW, 4<sup>th</sup> Floor  
Washington, DC 20009

Tel: 202-727-7128  
Email: [franklin.austin@dc.gov](mailto:franklin.austin@dc.gov)

## **G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.9.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.9.2** 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.9.3** 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.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.10.1** 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.10.1.1** 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.10.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.10.1.3** 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.10.1.4** 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.10.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.10.1.6** The address and telephone number of the COTR is:

**Carl Butler**

Building & Grounds Maintenance Workers Supervisor  
Department of General Services  
2000 14th Street NW  
Washington, DC 20009  
Office Phone: 202 -545-3021  
Cell: 202-345-7311  
Email: [carl.butler@dc.gov](mailto:carl.butler@dc.gov)

**G.10.1.7** 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.10.1.8** 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.11 ORDERING CLAUSE**

**G.11.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.11.2** 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.11.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.



## **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. 7, dated of last revision: 07/25/2017, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as **Section J.2**. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time 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 and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at **D.C. Official Code §2-532 (a-3)**, requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to

the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with **D.C. Official Code §2-532** and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**H.5.1** 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, (**Section J.4**) in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with **Section H.5.4** of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with **Section H.5.4** and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to **Section H.5.6**.

**H.5.6** The CO may waive the provisions of **Section H.5.4** if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to **Sections H.5.5** and **H.5.6**, the CO shall determine whether the Contractor is in compliance with **Section H.5.4** or whether a waiver of compliance pursuant to **Section H.5.6** is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to **Section H.5.5**, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this **Section H.5.8**.

**H.5.9** The provisions of **Sections H.5.4** through **H.5.8** do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See **29 U.S.C. § 794 *et seq.***

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in **Section H.8.8** below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually and Contractor will find current living wage rate on its website at [www.does.dc.gov](http://www.does.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as **J.6** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.6** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of **D.C. Official Code §32-1301 *et seq.***

**H.8.8** The requirements of the Living Wage Act of 2006 do **not** apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (*D.C. Law 5-48; D.C. Official Code § 44-501*); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** Unless a waiver has been approved in accordance with D.C. Code § 2-218.51, at least 35% of the dollar volume of any contract in excess of \$250,000, shall be subcontracted to qualified certified small business enterprises (SBEs).

**H.9.1.2** If there are insufficient qualified small SBEs to completely fulfill the requirement of paragraph **H.9.1.1**, then the subcontracting requirement may be met

by subcontracting 35% of the dollar volume to any certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor that is certified 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 H.9.1.5 and H.9.1.6, 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** A prime contractor that 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, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.6** 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.9.2     Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of **Section H.9.1**. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor:

- (2) A current certification number of the SBE or CBE;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

#### **H.9.3      Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, Office of the District of Columbia Auditor (ODCA) and the Director of DSLBD

#### **H.9.4      Subcontracting Plan Compliance Reporting.**

**H.9.4.1**      If the Contractor has a subcontracting plan required by law under this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A)            The price that the prime contractor will pay each subcontractor under the subcontract;
- (B)            A description of the services subcontracted for;
- (C)            The amount paid by the prime contractor under the subcontract; and;
- (D)            A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report

**H.9.4.2**      If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

#### **H.9.5      Subcontractor Standards**

**H.9.5.1**      A prime contractor shall ensure subcontractors meet the criteria for responsibility described in *D.C. Official Code §2-353-02, as amended.*

#### **H.9.6      Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.6.1**      If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.6.2**      There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring

or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.6.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

#### **H.9.7 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, COTR, District of Columbia Auditor (ODCA), and the Director of DSLBD to provide an update on its subcontracting plan.

#### **H.9.8 Notices**

The Contractor shall provide written notice to the DSLBD Office and the ODCA upon commencement of the contract and when the contract is completed.

#### **H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

#### **H.11 AUDITS AND RECORDS**

**H.11.1** 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.11.2 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, or parts of them, engaged in performing the contract.

**H.11.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized



representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

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

#### **H.11.4 Comptroller General**

**H.11.4.1** 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.11.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.11.5 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.11.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

**H.11.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a. That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price 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 H.11.5 of this clause.

## **H.12 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.13 DISTRICT RESPONSIBILITIES**

**H.13.1** The District will provide the Contractor with the format to submit the Service Area and Site Conditions Damaged Property Report as described in C.3.1.1.

**H.13.2** All new plant material furnished, delivered, and installed by the Contractor shall be inspected by the COTR or designee in the established staging area.

**H.14.3** The COTR will notify the Contractor 24 Hours in advance of scheduled site visits.

## **H.14 CONTRACTOR RESPONSIBILITIES**

**H.14.1** The Contractor shall be responsible for providing Comprehensive Athletic Fields Maintenance services in accordance with the requirements of this contract.

**H.14.2** The Contractor shall be responsible for obtaining all licenses and permits necessary for the performance of this contract.

**H.14.3** The Contractor shall be responsible for minimizing exposure to concentrates if the Contractor uses products in a concentrated form. Concentrated products must be part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

## **H.15 STAFF ATTIRE AND IDENTIFICATION**

**H.15.1** The Contractor’s staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as Contractor’s employees.

**H.15.2** 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.16 SAFETY REQUIREMENTS**

**H.16.1** 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.16.2** 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.16.2.1** Back support devices
- H.16.2.2** Eye protection
- H.16.2.3** Hearing protection
- H.16.2.4** Hand protection
- H.16.2.5** Head protection
- H.16.2.6** Foot protection

**H.16.3** 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.16.4** 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.16.5** 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.17 FIRE PREVENTION**

**H.17.1** 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.17.2** 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.18 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.19 DELIVERY OF SERVICES**

The Contractor shall schedule its service deliveries during times that cause minimum disruption and inconvenience to District agency operations. Unless otherwise approved by the COTR, such deliveries shall be made weekdays before 7:00 p.m and not before 7:00a.m or on weekends.

**H.20 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.21 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.22 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.23 SUSPENSION OF WORK**

**H.23.1** 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.23.2** 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.23.3** 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.23.4** 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.23.5** 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.24 CONTRACT COMPLETION OR TERMINATION**

**H.24.1** 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. The Contractor shall develop transition plans, which shall describe staffing and organizational structure during the phase-in and phase-out transition periods, and how the Contractor will interact with the existing work force during the thirty (30) days of transition at the beginning and end of this contract.

## **H.25 FAIR CRIMINAL RECORD SCREENING**

**H.25.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.25.2** 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.25.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.25.4** 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.25.5** 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.25.6** 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.26 SPECIAL REQUIREMENTS – REGULATORY AND ENVIRONMENTAL PROVISIONS**

**H.26.1** The Contractor shall comply with all environmental laws, including D.C. Law 7-226, "the D.C. Solid Waste Management and Multi-Material Recycling Act of 1999," and any laws relating to hazardous materials on the job sites or related to the Contractor's activities on the job sites. The Contractor shall not manage, use or store hazardous materials on the job sites. The Contractor shall not manage, use or store hazardous materials at the job sites except as reasonably necessary to perform the requirements of this contract. The Contractor shall not dispose of or treat any hazardous materials on the job sites or surrounding lands or waters. The Contractor shall immediately provide to the District a written list of hazardous materials used or stored, or intended to be used or stored, at the job site, and the approximate quantities to be used or stored, prior to entering into this contract.

### **H.26.2 Air Quality**

The Contractor shall only use environmental preferred products for its chemicals, which do not exceed the volatile organic chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA). The expectation is that compliance with this requirement will reduce outdoor air quality problems and complaints.

## **H.27 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to

permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

## **SECTION I CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Department of General Services Supplies and Services Contracts dated January 14, 2016 (“SCP”) are incorporated as part of the contract. (**Attachment J.1**)

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 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.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 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: (1) 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 is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed 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.6 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.7 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.8 INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or 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.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a

\$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

**I.8.1 DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

**I.8.2 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.

**I.8.3 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.

**I.8.4 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.

**I.8.5 NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

**I.8.7 CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**Keith R. Giles**

Contract Specialist | Contracts and Procurement Division  
DC Department of General Services  
2000 14<sup>th</sup> Street, NW | 8<sup>th</sup> Floor | Washington, DC 20009  
Tel: 202.671-2445 | Email: [keith.giles@dc.gov](mailto:keith.giles@dc.gov)

**I.8.8 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.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) Offeror's BAFOs (in order of most recent to earliest)
- (7) Offeror's Proposal

**I.11 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 CO.

## **I.12 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.13 CONTINUITY OF SERVICES**

**I.13.1** 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.13.1.1** Furnish phase-out, phase-in (transition) training; and

**I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2** The Contractor shall, upon the Contracting Officer's written notice:

**I.13.2.1** Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

**I.13.2.2** 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.13.3** 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.13.4** 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.13.5** 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.14 ANTI-DISCRIMINATION CLAUSES**

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, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

**I.14.1.** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

**I.14.2.** 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, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. 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.14.3.** 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, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. 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.14.4** 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 subsections

**I.14.2 and I.14.3** concerning non-discrimination and affirmative action.

**I.14.5** 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

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for employment pursuant to the non-discrimination requirements set forth in subsection **I.14.**

**I.14.6** The Contractor agrees to send to each labor union or representative of workers with which he 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.14.7** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, 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.14.8** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

**I.14.9** 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 DISPUTES**

All disputes arising under or relating to the contract shall be resolved as provided in the Standard Contract Provisions (Non-Construction), Article 14: Disputes



## SECTION J

### LIST OF ATTACHMENTS

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

<b>Attachment Number</b>	<b>Name</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (January 2016)
<b>J.2</b>	U.S. Department of Labor Wage Determination 2015-4281, Revision No. 7 dated July 25, 2017
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services (DOES) First Source Employment Agreement
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit Form
<b>J.8</b>	Offeror's Past Performance Evaluation Form
<b>J.9</b>	Department of Parks and Recreation Athletic Fields with Acreage by Wards
<b>J.10</b>	List of Department of Parks and Recreation Irrigation Systems
<b>J.11</b>	Department of Parks and Recreation Natural Turf Fields Maintenance Schedule
<b>J.12</b>	Bidder/Offeror Certification Form
<b>J.13</b>	SBE Subcontracting Plan Form
<b>J.14</b>	Price Schedule (Price Proposal Form) (MS Excel Bid Form)
<b>J.15</b>	Award/Signature Page

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Please see “Bidder/Offeror Certification Form (**Attachment J.12**)

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District**

The District intends to award multiple contract(s) resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 SELECTION OF NEGOTIATION PROCESS**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations and based upon initial offers. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

Submissions shall be proffered with one (1) original and three (3) copies for each Technical and one (1) original and one (1) copy of the Price proposal. The Offeror's Technical and Price Proposal submission shall be placed in separate three-ring (3) binders, sealed in separate envelopes and conspicuously marked as follows:

**DCAM-17-NC-0062 Technical Proposal - COMPREHENSIVE ATHLETIC FIELDS MAINTENANCE SERVICES.**

**DCAM-17-NC-0062 Price Proposal - COMPREHENSIVE ATHLETIC FIELDS MAINTENANCE SERVICES.**

Offerors shall submit one (1) USB Flash Drive to include the Price Proposal (**Attachment J.14**) in MS Excel format only, and the Technical proposal.

**NOTE:** The hard copy pricing proposal and the electronic copy of the price proposal submitted on the USB Flash Drive must be one in the same without exception. DGS will not accept any price proposal differences between the hard copy and USB Flash Drive documents. Material deviations of Attachment B Bid Form in the opinion of the Department, from the bid from provide by the Department as Attachment B shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

Offerors are directed to the specific proposal evaluation criteria found in **Section M** of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in **Section C**.

### **L.2.1 GENERAL PROPOSAL REQUIREMENTS**

- a. Transmittal Letter - The Offeror's Technical and Price Proposals shall contain a Transmittal Letter to include at a minimum the following:
  - 1. The Offeror's full legal name, address, and phone number
  - 2. Identification of the Offeror's authorized representative, the representative's title, phone number and e-mail address
  - 3. Identification of the Offeror's Contact Person for the proposal, if different from the representative; the Contact person's address, phone number, and e-mail address
  - 4. Description of the Offeror's organization
  - 5. A statement affirming the Offeror's acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; and
  - 6. Signature of an authorized representative of the Offeror's organization.
- b. Table of Contents - The Offeror's Technical and Price Proposals shall include a Table of Contents providing the page numbers and location for each section and subsection of the Offeror's proposal as described in Section L.2.2.
- c. The original Technical and Price proposals shall be single-sided; copies may be double-sided

### **L.2.2 TECHNICAL PROPOSAL**

#### **L.2.2.1 Relative Experience and Past Performance**

- A. Detailed descriptions of no more than three (3) projects that best illustrate the team's experience and capabilities performing work similar in size and scope and relevant to this project as described in section C.3. On each project description, please provide all of the following information in consistent order:
  - i. Project or contract name and location;
  - ii. Name, address, contact person and telephone number and email address for owner reference(s);

- iii. Brief project description including project cost, contract number (if applicable), duration, total value of project or contract, square footage, firm's scope of work, and key firm strengths exhibited;
- iv. Identification of personnel involved in the selected project who are proposed to work on this project; and
- v. Project process and schedule data including delivery method and completion date (any unusual events or occurrences that affected the schedule should be explained).
- vi. Three (3) letters of references documenting the offeror's recent experience and capability directly related to Athletic Fields Maintenance. Recent is defined as within the last three years. References from a Professional Sports Organizations including any Minor League Baseball, Major League Baseball, National Football League, and Division 1A Colleges or sports teams are preferred. The letters must state all of the Athletic Field Maintenance done at each site and the period of performance of the contract. Offerors can have its client references complete **Attachment J.8** Past Performance Evaluation Form and return it directly to the Contract Specialist (**Keith Giles at [keith.giles@dc.gov](mailto:keith.giles@dc.gov)**), *prior to the closing date and time*.

#### **L.2.2.2 Relevant Experience of Key Personnel**

The Department desires that senior personnel be assigned to this project will have experience in completing similar projects. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. In addition, Offeror shall provide proof of applicable certifications.

- a. A commitment letter shall be included with the proposal on company letter head committing each key personnel.
- b. Offerors shall provide three (3) client references for each key personnel below to assess the experience and capability of the offeror directly related to Athletic Field Maintenance. Offerors shall provide the following information for each client reference:
  - 1. Name, location and owner of facility
  - 2. Job title and description
  - 3. Contract amount and time period (start and finish dates)
  - 4. Description of work performed
  - 5. Name, title, address, email address and telephone number of a verifiable representative of the client. The Offeror shall be responsible for ensuring contact information is accurate information for reference checks.

**L.2.2.3 Project Management Plan**

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should:

- i. The offeror provided a narrative describing the collective qualifications, experience, skills, and capabilities of the offeror's proposed staff, the relevance and the benefit of the offeror's staff qualifications, experience, and skills to successfully provide the required services described in C.3.
- ii. The offeror provided an organizational chart illustrating the offeror's staffing plan that clearly delineates at a minimum the following:
  - Each staff member to perform services under this contract and the corresponding position or title
  - The key staff, managers and supervisors, and administrative staff
  - Reporting lines clearly showing the lines of accountability
- iii. The offeror submitted a quality assurance plan ensuring that all of the tasks associated with athletic field maintenance will be done correctly and not to cut corners or bury a problem. The athletic field will be maintained according to the specifications outlined in this SOW. All materials stated for the job will be used and no substitutes will be used. All work will be completed in a timely manner.
- iv. The offeror submitted documentation and/or proof of ownership, lease, or lease access to the following equipment:
  - Tractors
  - Skid loaders
  - Dump Trucks
  - Laser Grading Equipment attached to a grader or tractor
  - Rotary Spreaders or Vicon Spreaders
  - Sod installers
  - Sprigging machines
  - Forklift or an attachment for a tractor to be used as a forklift
  - Topdressers
  - Deepline aerators, walk behind aerator, and pull behind aerator
  - Bobcats
  - 2 Ton Roller
  - Graders
  - Rototiller, backhoes, trencher, aerator,

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- Drag mats and screens for infield dirt
- Trencher
- Sports Turf Mower (with free floating deck and rear roller for stripping)
- Reel Mowers
- Other Rotary Mowers
- Vacuums, blowers
- Koro machine
- Sod cutter
- Blade Edger
- Infield Groomer

### **L.2.2 Price Proposal**

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. The offeror must submit a price for all CLINs for the base and four (4) option years in order to be considered. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal 20}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00 pm local time on **November 6, 2017**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, 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 proposal, modification or request for 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 proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than on **October 19, 2017**. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient



does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

- L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

- L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

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

## **L.7 PROPOSALS WITH OPTION YEARS**

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

## **L.8 PROPOSAL PROTESTS**

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

**L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, 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 proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a) (1).

**L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to the Contracting Officer.

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

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

#### **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to

investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.19 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.19.8** 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.20 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on **October 17, 2017 at 10:30 a.m. at the Reeves Center Department of Public Works, Conference room, located on the 6<sup>th</sup> Floor, Washington, DC 20009**. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions

must be submitted in writing following the close of the pre-proposal conference but no later than **October 19, 2017** in order to generate an official answer. Official answers will be posted on the DGS website at [www.dgs.dc.gov](http://www.dgs.dc.gov) via an addendum to the RFP

## **SECTION M EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

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

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section M.3** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112.

### **M.2 EVALUATION CRITERIA**

#### **M.2.1 Technical (80 Points maximum)**

Technical Proposals will be evaluated based on the following evaluation factors listed in descending order of importance:

##### **M.2.1.1 Relative Experience and Past Performance of the Team – 20 Points**

DGS desires to engage up to three (3) Contractors with the experience necessary to perform the requirements as described in **Section C** of this RFP and Attachments J.9, J.10, J.12, of this solicitation. Offerors will be evaluated on the basis of the information provided in response to L.2.2.1

##### **M.2.1.2 Relative Experience of Key Personnel – 20 POINTS**

Offerors will be evaluated on the basis of the information provided in response to L.2.2.2.

##### **M.2.1.3 Project Management Plan –40 POINTS**

Offerors will be evaluated on the basis of the information provided in response to L.2.2.3

#### **M.2.2 Price (20 Points Maximum)**

#### **M.2.3 Local, Small or Disadvantaged Business Enterprises (12 Points Maximum)**

Maximum of 12 CBE preference points allocable after all other points have been calculated.

#### **M.2.4 TOTAL POINTS (112 Points Maximum)**

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

#### **M.3 EVALUATION OF OPTION YEARS**

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

#### **M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

##### **M.4.1 APPLICATION OF PREFERENCES**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.4.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.4.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.4.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.4.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

- M.4.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.4.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.4.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.4.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.4.2 MAXIMUM PREFERENCE AWARDED**

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

**M.4.3 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.4.4 VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED SMALL BUSINESS ENTERPRISE**

- M.4.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified small business enterprise.



- M.4.4.2** Any vendor 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, D.C. 20001

- M.4.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT**

- M.5.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

- M.5.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.