

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



**DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

REQUEST FOR PROPOSALS

Solicitation Number: DCAM-18-NC-0001

ARCHIBUS 23.1 INSTALLTION, IMPLEMENTATION AND INTEGRATION

Solicitation Issue Date: Friday, October 20, 2017

Proposal Due Date: Monday, November 13, 2017 at 12:00pm

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division
Attn: Franklin Austin, CPPB
Frank D. Reeves Center
2000 14th Street, NW | 8th Floor
Washington, DC 20009

Pre-Proposal Conference: Tuesday, October 24, 2017 at 11:30am

Last Day for Questions: Wednesday, November 1, 2017

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SECTION B SUPPLIES OR SERVICES AND COST

B.1 INTRODUCTION

The District of Columbia Government Department of General Services (“**Department**” or “**DGS**”), is issuing this Request for Proposals (RFP) to engage one (1) firm (a “**Contractor**”) that is an authorized *ARCHIBUS Business Partner* to perform enterprise *ARCHIBUS* platform implementation, integration, and maintenance services in support of increasing interdisciplinary synergy between eight core functional divisions within DGS via an Integrated Workspace Management System (“IWMS”). Additionally, the Offeror shall support program management, integration, migration, training, and fielding objectives of the IWMS.

The Offeror shall be required to provide an array of services to include but not limited to; providing technical direction for software installation, software release management and software development task inclusive of work products for correctness, adherence to the design concept, and for progress in accordance with established schedules and training.

The awarded Offeror shall furnish all the necessary personnel, materials, tools, supplies, equipment, vehicles and other services required to successfully perform the requested 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 bid on all line items and tasks listed on the Bid Form (Attachment J.2) for the base year and the four (4) one (1) option year periods. Failure to submit a proposal on all line items and tasks, 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 TYPE OF CONTRACT

B.2.1 The Contract awarded pursuant to this RFP shall be a firm-fixed price contract with a cost reimbursement component as described in **Sections B.3, B.4 and B.5.**

B.3 COST SCHEDULE – REIMBURSABLE SERVICES

REIMBURSABLE SERVICES	ITEM DESCRIPTION		Subject Matter Expert I Upgrade from v21.2 to v23.1	TOTAL
	CLIN		0040	
	BASE YEAR	NOT-TO-EXCEED COST		\$ 30,000.00
	CLIN		1040	
	OPTION YEAR ONE	NOT-TO-EXCEED COST		\$ 30,000.00
	CLIN		2040	
	OPTION YEAR TWO	NOT-TO-EXCEED COST		\$ 30,000.00
	CLIN		3040	
	OPTION YEAR THREE	NOT-TO-EXCEED COST		\$ 30,000.00
	CLIN		4040	
	OPTION YEAR FOUR	NOT-TO-EXCEED COST		\$ 30,000.00

B.4 COST SCHEDULE – PRICING

The contract pursuant to this Request for Proposal (“RFP”) shall be based on firm-fixed price for the requested services as described in **Section C** and in accordance with **Section B.5 Price Schedule (Price Proposal Form) of this RFP**. These 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 as described herein.

B.5 PRICE SCHEDULE (PRICE PROPOSAL FORM)

NOTE: All costs and pricing including option year pricing shall be the Contractor’s sole method of compensation and sufficient to cover all of the Contractor’s cost

SECTION C

SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Department of General Services seeks to engage an Authorized *ARCHIBUS Business Partner*, hereinafter referred to as “Authorized ARCHIBUS Business Partner” or “Offeror”. The objective of the project described in this Request for Proposal (RFP) is for the Authorized ARCHIBUS Business Partner to provide an enterprise implementation for the IWMS solution as known as ARCHIBUS.

The selected Contractor shall be required to provide all management, tools, supplies, equipment, and labor necessary to perform an enterprise implementation and integrations of the ARCHIBUS solution.

C.2 APPLICABLE DOCUMENTS

The Offeror shall comply with the most recent versions and any future revisions to all applicable federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services. The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

The Offeror shall refer to **Section J – Attachments** of this RFP.

C.3 DEFINITIONS

For purposes of this solicitation, the following terms shall have the meanings set forth below:

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

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

“COTR” means the Contracting Officer’s Technical Representative. The COTR is responsible for technical direction and administration of the TOs issued against the contracts.

“**Key Personnel**” refers to the Contractor’s personnel, who has been identified and approved to perform the work; they will provide the required services under the supervision of the Contractor and the COTR.

“**ARCHIBUS**” is an Integrated Workplace Management System (IWMS) platform developed by ARCHIBUS, Inc. The platform is integrated bi-directionally with building information modeling and CAD design software. ARCHIBUS software solutions are used to manage around 15 million properties around the world. ARCHIBUS software is easily integrated with Mobile, GIS, and ERP systems such as Oracle, SAP, Sage and others.

C.4 REQUIREMENTS

C.4.1 TASK I: Implementing the Release of ARCHIBUS 23.1

- a) The Authorized ARCHIBUS Business Partner (“Offeror”) shall provide technical direction for software installation, software release management and software development task inclusive of work products for correctness, adherence to the design concept, and for progress in accordance with established schedules and training. The Authorized ARCHIBUS Business Partner shall make recommendations for ARCHIBUS module installations. The Authorized ARCHIBUS Business Partner shall develop, in conjunction with functional users, system alternative solutions. The Authorized ARCHIBUS Business Partner shall implement software modules, tools and subsystems to support software reuse and domain analyses, and manage software development and support using formal specifications, data flow diagrams and other accepted design techniques.
- b) The DGS IWMS shall integrate the eight (8) core functional areas (**Facilities Management, Capital Construction Services, Projective Service Division, Portfolio Management, Energy Sustainability, Logistics, Legal, and Contract & Procurement and Office of the Director**) within the DGS enterprise.
- c) The release of ARCHIBUS 23.1 components shall be implemented using best practice in a phased approach in any order according to DGS requirements.
- d) Offeror shall provide a single project plan document that describes how, when, where, and to whom the ARCHIBUS 23.1 will be deployed. The plan also identifies resources, communications plan, and rollout schedule. Specific instructions for installation, back-out, rollback, and transition to sustainment.
- e) The Offeror shall supply a user training manual with stand-alone documents, in house ARCHIBUS Solutions Architectural support, and change management system support.

C.4.1.1 Additional Contractor Responsibilities and Requirements

- C.4.1.1.1** The Offeror shall include in their proposal all of the appropriate software subscription licenses for all ARCHIBUS modules owned by DGS (See Attachment J.2).
- C.4.1.1.2** The Offeror shall supply the ARCHIBUS Annual Software Subscription renewals for both the development and production environments.
- C.4.1.1.3** The Offeror shall supply Performance Metrics module software for both the development and production environments.
- C.4.1.1.4** The Offeror shall supply Compliance and Environmental Health & Safety module software for both the development and production environments.
- C.4.1.1.5** The Offeror shall supply Mobile Framework module software for both the development and production environments.
- C.4.1.1.6** The Offeror shall upgrade ARCHIBUS V 23.1 functionality to work in the latest ARCHIBUS software release.
- C.4.1.1.7** The Offeror shall set up an Oracle Instance and install both a development and production environment and configure V 23.1 Web Central on the DGS servers.
- C.4.1.1.8** DGS will provide IT support for server configuration, as well as, the Oracle database configuration and attaching/creation of databases.
- C.4.1.1.8** The Offeror shall analyze and compare the current DGS Database and Scheme to provide an as-is report and a future plan.
- C.4.1.1.10** The Offeror shall upgrade current scripts and produce new and approved scripts.
- C.4.1.1.11** The Offeror shall provide User Acceptance Testing (UAT) once upgraded.
- C.4.1.1.12** Once UAT is complete and approved, the Offeror will transition from development to production.

C.4.1.2 Contract Products and Services to Support the Requirements

The ARCHIBUS 23.1 release significantly enhances the enterprise information model. The model is more rigorous than ever, with complete real estate, infrastructure, and facilities information automatically categorized along 10,000 data points. Built on an open architecture, ARCHIBUS allows the system administrator to personalize, configure, and customize the system to meet the DGS enterprise specific needs. So as DGS's priorities and needs grow, the system can grow and change with DGS. Additionally, ARCHIBUS has several modules

and applications available to accommodate DGS organizational needs as well as District wide, and give DGS the ability to track all its information in one place.

- The Offeror will install the ARCHIBUS Application on the DSG Servers.
- The Offeror will create two blank ARCHIBUS Schema Databases on the appropriate Database.
- The Offeror will configure the ARCHIBUS Application to connect to the newly created ARCHIBUS Databases.
- The Offeror will test the overall application functionality to ensure a successful installation and connectivity to both the Development and Testing Databases.

C.4.2 TASK II: Support

DGS is requiring the Offeror to provide Technical Support for the ARCHIBUS Application as needed through a toll-free Help Desk which is staffed from 7:00 AM - 8:00 PM Central Time Monday - Friday. Calls received between 8:00 PM and 7:00 AM will be returned the following business morning.

The ARCHIBUS Business Partner installation for DGS will include the out of the box on-line Help files from ARCHIBUS, as well as the ARCHIBUS Business Partner Help Desk.

Support Tiers

- Tier 1: Customer Service Representative (CSR)
- Tier 2: Software Solution Specialist (SSS)
- Tier 3: Software Engineer (SE)

C.4.3 TASK III: ARCHIBUS System Training

The Offeror shall supply a user training manual with stand-alone documents, in house ARCHIBUS Solutions Architectural support, and change management system support.

The Offeror should design the training program to be a scalable training program flexible enough to accommodate both small numbers of users (for example, when new employees join the Agency and need to be trained on the software) and large numbers (as is necessary in an organization-wide rollout of a new product).

C.4.3.1 The ARCHIBUS Business Partner first objective in providing software training for end-users is minimizing any productivity losses associated with the software transition

C.4.3.2 Assessing end-user needs is an important element in creating the correct DGS training plan to evaluate the technical skill level(s) of the DGS staff that will actually use the software on a daily basis.

C.4.3.3 Training delivery methods

- Individual hands-on instructor
- Hands-on classroom style instructor-led training
- Seminar style group demonstration
- Computer Based Training (CBT)
- Book-based self-paced training

C.4.4 Project Events and Task

The Offeror shall work with the DGS Project Team, as well as any key stakeholders recommended by the DGS to be included, to define in detail and document all proposed network, software application and process interactions required for this project as well as the overall desired Scope of Work for the successful implementation of the ARCHIBUS Application.

The Offeror will work with the DGS Project Team to:

- Review Existing Applications and Processes.
- Review ARCHIBUS Application.
- Review Existing Data Sources.
- Define Application Interfaces.

C.4.5 Period of Performance

The Base Year service shall occur starting from date of Award or Notice to Proceed through September 30, 2018. The Department shall have the right to unilaterally extend the term of this Contract for four (4), one (1) year option periods or successive portions thereafter.

C.4.6 Hours of Operations

The Offeror shall perform all services during the hours of 8:30 a.m. – 5:30 p.m., Monday through Friday, excluding District holidays, unless otherwise approved by the Department. There may be situations that require the Offeror to work other than the hours specific herein; in those cases, the Offeror shall advise the Department to reschedule the work to minimize disruption.

C.4.6.1 Schedule of Services: The ARCHIBUS Business Partner shall submit a preliminary schedule of services to the COTR at least by the 1st day of each month and as necessary if changes occur. The Department will approve the schedule prior to commencement of work. If the District requires changes in the

schedule at any location after the ARCHIBUS Business Partner schedule is approved, the Department shall inform the ARCHIBUS Business Partner and request a revised Schedule.

C.4.6.2 Place of Performance

Tasks associated with this engagement will be performed at the client site located at 2000 14th Street Washington, DC 20009.

C.4.6.3 Work Product

Any inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Authorized ARCHIBUS Business Partner, or jointly by Authorized ARCHIBUS Business Partner and an Authorized Business Partner(s) in the execution of this Statement of Work shall be deemed Work Product. Configuration of software shall not be deemed Work Product. All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

In addition, Offeror will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

C.5 ACCEPTANCE CRITERIA

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by the Offeror. The UAT will ensure that all the functionality required for the Solution has been delivered. The Authorized ARCHIBUS Business Partner will provide DGS with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan.

Each deliverable created under this Statement of Work will be delivered to the DGS with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the project manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide the Authorized ARCHIBUS Business Partner with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between DGS and the Authorized ARCHIBUS Business Partner in advance.

ASSUMPTIONS PROJECT ROLES AND RESPONSIBILITIES

Responsibility Matrix	DGS IT/OCTO	Authorized ARCHIBUS Business Partner
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein	√	√
Server Hardware	√	√
Server Operating	√	√
Server Network Connectivity	√	√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	√
PC Workstations – Hardware, Operating System, Network Connectivity	√	
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	√
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points	√	
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation		√
Product Installation, Implementation and Testing	√	√
Conversion Support		√
Conversion Support -- Subject Matter Expertise		√
Documentation		√
Training		√
Product Maintenance and Support		√
Problem Tracking		√
Troubleshooting – IT Infrastructure	√	√
Troubleshooting – Solution	√	√

C.6 REPORTING

In an effort to help DGS monitor the Authorized ARCHIBUS Business Partner performance, it is strongly recommended that the Statement of Work include “Authorized ARCHIBUS Business Partner Performance Assessments”. These assessments may be performed at the discretion of the DGS.

Weekly Status Update: The weekly/bi-weekly status report, to be submitted by Authorized ARCHIBUS Business Partner to the DGS, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

C.7 REIMBURSABLE SERVICES

C.7.1 Definition and Description

The Contractor shall provide Reimbursable Services ordered, at the discretion of DGS, for work relating to the IWMS. These Reimbursable Services shall be considered On-Call Emergency Services.

The COTR will determine if the service is a Reimbursable Service based on when and why the service is performed. The Contractor shall obtain authorization from DGS prior to commencement of a Reimbursable Service. The Contractor may complete Reimbursable Services with a cost up to \$10,000.00 with written authorization from the COTR, upon the COTR’s determination that the extent of the work is required and falls within the definition of Reimbursable Services. Reimbursable Services which cost more than \$10,000.00 shall require the CO’s approval in advance of services performed through a written directive followed up by a Task Order duly executed by DGS within 7 days of such written directive.

C.7.2 On-Call Emergency Services

On-Call Emergency Services shall consider the act of restoring inoperable, dysfunctional or deteriorated systems to a fully functional, non-deteriorated state. The Contractor shall not be allowed to charge a mark-up above the supplemental cost defined within Section B.3. An Emergency Service order will be initiated by the COTR and the District will pay all labor costs to repair the system and return it to service.

Reimbursable Service is:

- a. DGS request for an upgrade to or the replacement of existing systems that are functioning in accordance with their intended design;
- b. Reconfiguration work not delineated in Section C;

- c. Services performed outside of normal business hours, shall be fully reimbursed to the Contractor. If the DGS approves the use of a subcontractor, the Contractor shall be allowed a mark-up not to exceed 10% of the Direct Costs.
- d. Work that can customarily be performed during normal hours of operation shall not be rescheduled outside of normal hours of operation.

C.7.3 The Contractor shall not be reimbursed for related service calls or repairs, which require a technician to return after Normal Occupant Working Hours. Work that can customarily be performed during normal hours of operation shall not be rescheduled outside of normal hours of operation.

C.7.4 DGS reserves the right to acquire the services from sources other than the Contractor when it is considered in the best interest of the District Government to do so, price and other factors considered.

C.7.5 Reimbursable Services and Deductible Threshold

The Contractor will be reimbursed when services are approved and authorized in writing by the COTR and/or CO exceeds the allowable deductible threshold per event of \$1,500.00. Contractor shall obtain authorization from the Department prior to commencement of a Reimbursable Service. The Contractor may complete Reimbursable Services with a cost up to \$10,000.00 with written authorization from the COTR, upon the COTR's determination that the extent of the work is required and falls within the definition of Reimbursable Services. Reimbursable Services which cost more than \$10,000.00 shall require the CO's approval in advance of services performed through a written directive followed up by a Task Order duly executed by the Department within 7 days of such written directive. The Contractor shall use the hourly rates established in the Reimbursable Services Price Schedules (B.3) to determine costs associated with Reimbursable Services. The Contractor shall submit a separate invoice for each incident or occurrence as described in G.2.

C.7.6 Potential Reimbursable Services

The Contractor shall be reimbursed for costs incurred in performing Reimbursable Services, in accordance with the hourly rates established in the Reimbursable Services in Section B.3 as approved by the COTR or CO as specified herein.

Below is a list of potential areas that may be (but not limited to) considered for reimbursable services:

- a. Server Configuration
- b. Security Patches
- c. Database Changes
- d. Database Administration

- C.7.6.1** The Contractor's duty to provide Basic Services must not be confused with the Contractor's duty to provide On-Call Emergency Service customarily performed outside of normal hours of operations. The Emergency Services may require the Contractor to perform outside of normal work hours and are Reimbursable Services.
- C.7.6.2** The Contractor shall not be reimbursed for repair and replacement of all deficiencies and breakdowns caused by negligence, misuse, abuse or vandalism as a result of the actions (direct or indirect) of the Contractor, Contractor's agents and Contractor's employees.

SECTION D

PACKAGING AND MARKING

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

SECTION E

INSPECTION AND ACCEPTANCE

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

SECTION F DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

F.1.1 Base Term: The base term of the Contract shall be for a period of one (1) year from date of award specified on the cover page of this Contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 Option Year(s): The Department shall have the right to unilaterally extend the term of this Contract for four (4), one (1) year option periods or successive portions thereafter. The Department shall give the Contractor preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the expiration of the Contract, provided that the Department will give the Contractor a preliminary, written notice of its intent to exercise an option period at least thirty (30) days in advance of the Contract expiration. The preliminary notice does not commit the Department to an extension. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the Contract.

F.2.2 Option Year Pricing: In the event the Department exercises its option to extend the term of the Agreement to cover the Option Period(s), the costs and prices for the option period shall be as specified in the **Section B** of the Contract (Sections B.3, B.4 and B.5 (**and Attachment J.2**)).

F.2.3 All costs and pricing including option year pricing shall be the Contractor's sole method of compensation and sufficient to cover all of the Contractor's cost including, but not limited to, all labor, supervision, supplies, equipment, vehicles, administrative, home office expenses, overhead, profit and all applicable year-over-year service cost increases due to market variables.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2.5 The exercise of option periods is subject to the availability of appropriated funds at the time of the exercise of the option.

F.2.6 During any option year, contract requirements and deliverables remain the same as those of the base year.

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the following:

No.	Deliverable/Milestone	Format/Method of Delivery	Due Date (to be <u>received</u>)
0001	Project kick-off meeting	On-Site	One week after Award
0002	Site survey	On-Site	One week after Award
0003	Detailed: Comprehensive Project Plan with WBS.	Electronic	Two weeks after Site Survey
0004	Detailed: To-be process defined.	Electronic	One week after delivery of 0003
0005	Detailed: Technical Requirements related to systems integration with current systems.	Electronic	Three weeks after the delivery of 0003
0006	Detailed: Functional Requirements.	Electronic	Three weeks for the delivery of 0003
0007	Installation of software	On-Site/Remote Access	Five weeks after Award
0008	Detailed: Transition plan for systems installation	Electronic	Two weeks after delivery of 0003
0009	Detailed: Design of central data repository	Electronic	Four weeks after delivery of 0003
0010	Detailed: To-be process defined.	Electronic	One week after delivery of 0005
0011	Detailed: Acceptance testing for usability.	Electronic	Three Weeks after delivery of 0007 Phased delivery of all buildings and lease – perhaps allow for 1 week for each delivered phase, then accept
0012	Detailed: Final system rollout for production	Electronic	Four weeks after delivery of 0010
0013	Detailed: Weekly status reports.	Electronic	Two weeks after award of contract and weekly thereafter

F.3.1

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

SECTION G

CONTRACT ADMINISTRATION 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 30th day after receiving a proper invoice from the Contractor.
- G.1.3** The Contractor will be paid for services (C.4 – C.6) on a monthly basis.
- G.1.4** The Contractor will be reimbursed for costs incurred in performing Reimbursable Services **Section C.7** approved in advance in writing. The Contractor shall obtain authorization from the Department prior to commencement of a Reimbursable Service. The Contractor may complete Reimbursable Services with a cost up to \$10,000.00 with written authorization from the COTR, upon the COTR's determination that the extent of the work is required and falls within the definition of Reimbursable Services. Reimbursable Services which cost more than \$10,000.00 shall require the CO's approval in advance of services performed through a written directive followed up by a Task Order duly executed by the Department within 7 days of such written directive.(email is sufficient). The Contractor shall use the hourly rates established in the Reimbursable Services Price Schedules (B.4) to bill for its performance of Reimbursable Services. Payment for Reimbursable Services shall be separate from monthly payments due under the terms of this Contract.

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 assistance with the registration process, technical assistance and or additional instructions please contact the EASI Pay Portal Help Desk by phone at (202) 715-7589, or by email at DGS.EASIPAYSUPPORT@dc.gov. 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 the COTR

- G.2.3.1** For submission of all invoices to the COTR, the following protocol shall 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 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 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.4.2 Reimbursable Services Ceiling

G.4.1 Cost reimbursement ceiling for this contract is set forth in **Section B.3**.

G.4.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in **Section B.3**.

G.4.3 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.4.4 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.4.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.4.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in **Section B.3**, 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.3**, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.4.7 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.4.8 If any cost reimbursement ceiling specified in **Section B.3** 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.4.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in **Section B.3**, unless the change order specifically increases the cost reimbursement ceiling.

G.4.10 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.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of One Percent (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 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity;
- or
- c. the 15th day after the required payment date for any other item.

G.6.1.2 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.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under 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.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 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 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity;
or
- c. the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract Requirements

G.6.3.1 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)*.

G.7 CONTRACTING OFFICER (CO)

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

George G. Lewis, CPPO

Contracts & Procurement Associate Director | Chief Contracting Officer
Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Tel: 202.478.5727 | Email: George.Lewis@dc.gov

Franklin Austin, CPPB, CPM

Chief Contracting Officer | Contracts & Procurement Division
Department of General Services
1250 U Street NW | 3rd Floor | Washington, DC 20009
Tel: 202.727.7128 | Email: Franklin.Austin5@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

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

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

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

- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** **Contracting Officer's Technical Representative (COTR):** The contact information of the COTR:

Gregory Cotton
Chief Information Officer
Department of General Service (DGS)
2000 14th Street NW Washington 20009
Office: (202) 741-8917 / Mobile: (202) 230-7056
Email: gregory.cotton@dc.gov

- G.9.2.1** The COTR shall NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract.
- G.9.2.2** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.10** **ORDERING CLAUSE**
- G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

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

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

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, date 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 **Attachment J.3** of this solicitation. 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 Standard Contract Provisions (SCP). If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 Contracting Officer before the Contractor, 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 designated in subsection **G.9** 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, (**Attachment J.5**) 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 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying 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 Contracting Officer its compliance with the **Section H.5.4** of this clause; or
- (2) Submit a request to the Contracting Officer 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 Contracting Officer 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 **Section H.5.5** and **Section H.5.6**, the Contracting Officer 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two (2) 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 Contracting Officer through imposition of penalties, including monetary fines of Five Percent (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 program 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.

- 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 the current living wage rate on its website at 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 imminent 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 the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

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

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.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 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award 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 small or certified business enterprise;
- (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, District of Columbia Auditor 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 for 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 goods procured or 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 Annual Meetings

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

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If 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 provisions in Article 8 of the SCP, Default.

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 re-determinable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.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 re-determinable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.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 District Furnished Property

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

H.14 CONTRACTOR RESPONSIBILITIES

H.14.1 The Contractor shall be responsible for providing Facility Condition Assessments 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 furnish all equipment needed for the performance of the work under this contract. All equipment must be properly guarded and meet all applicable OSHA standards.

H.14.4 RESERVED

H.14.5 RESERVED

H.14.6 Allowable Subcontracting Requirements

- H.14.6.1** The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.
- H.14.6.2** It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.
- H.14.6.3** The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.
- H.14.6.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.
- H.14.6.3.2** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.
- H.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** **RESERVED**
- H.17** **RESERVED**
- 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** **RESERVED**

H.20 COMMUNICATION

At its own expense, the Contractor shall provide 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 telephone number shall be provided to the COTR at the start of the period of performance.

H.21 RESERVED

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 RESERVED

H.23 RESERVED

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.

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.

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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed 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 of this clause, 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 Contracting Officer. 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

I.8.1 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 Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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 Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1 Commercial General Liability Insurance. The Contractor shall provide

evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; 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.

- I.8.1.2 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.
- I.8.1.3 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.
- I.8.1.4 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.
- I.8.1.5 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.8.2 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.8.3 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.8.4 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.8.5 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.8.6 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:

Brian Carter

Contract Specialist | Contracts and Procurement Division

DC Department of General Services

2000 14th Street, NW | 8th Floor | Washington, DC 20009

Tel: 202.671.2342 | Email: brian.carter@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 Contractor 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:

- a. An applicable Court Order, if any

- b. Contract document
- c. Standard Contract Provisions
- d. Contract attachments other than the Standard Contract Provisions
- e. RFP, as amended
- f. Offeror's BAFOs (in order of most recent to earliest)
- g. 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 Contracting Officer.

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

I.14.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, 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.14.2 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.14.3 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, 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.14.4 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, 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.14.5** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.14.3** and **I.14.4** concerning non-discrimination and affirmative action.
- I.14.6** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.14.4.
- I.14.7** 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.14.8** 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.14.9** 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.14.10** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.14.3 through I.14.11 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.14.11** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.15 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 (**Attachment J.1**).

SECTION J LIST OF ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Department of General Services Standard Contract Provisions (Supplies and Services Contracts) (January 2016)
J.2	Price Schedule (Price Proposal Form)
J.3	U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4281, Revision No. 7, dated 08/01/2017)
J.4	Equal Employment Opportunity (EEO) Policy Statement Agreement
J.5	First Source Employment Agreement
J.6	Way to Work Amendment Act of 2010 - Living Wage Notice & Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder – Offeror Certification Form
J.9	SBE Subcontracting Plan Form
J.10	Offeror’s Past Performance Evaluation Form
J.11	Credentialing Procedures & Forms
J.12	Vendor Verification Form

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF CONTRACTOR

Please see “Bidder/Offeror Certification Form” (Attachment J.8.).

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 a contract resulting from this solicitation to the responsible Offeror(s) whose offer(s) 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

One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" paper and bound. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

DCAM-18-NC-0001 Technical Proposal – ARCHIBUS 23.1 INSTALLTION, IMPLEMENTATION AND INTEGRATION

DCAM-18-NC-0001 Price Proposal – ARCHIBUS 23.1 INSTALLTION, IMPLEMENTATION AND INTEGRATION

Offerors shall submit one (1) USB Flash Drive to include the Price Proposal (**Attachment J.2**) in MS Excel format only, and the Technical proposal.

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 the information requested in **Section L.2** in a clear, concise, factual and logical manner providing a comprehensive description of the required services and delivery thereof. The information requested below for the technical

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 Technical Approach (20 Points)

Offerors are required to describe how the Contractor intends to perform the requirements as described in Section C of this solicitation. Contractor shall consider industry best practices, the Districts business requirements and technical objectives as they relate to the technical approach. Offerors will be evaluated based on:

- (i) **Implementation:** Offerors shall describe detailed approach to implementation of software modules, tools and subsystems to support software reuse and domain analyses, and manage software development and support using formal specifications, data flow diagrams and other accepted design techniques.
- (ii) **Training:** Offeror shall describe approach for designing and carrying out scalable training program to meet and or exceed DGS's requirement to include but not limited to:

- Individual hands-on instructor
- Hands-on classroom style instructor-led training
- Seminar style group demonstration
- Computer Based Training (CBT)
- Book-based self-paced training

(iii) **Technical Support:** The Offeror shall describe detailed approach to providing technical support requirement to included:

- Procedural Protocol for Customer Service Support
- Software Solutions Support
- Engineering Support Services

L.2.2.2 Relative Experience and Past Performance (20 Points)

The Department desires to engage a Contractor with the qualified experience necessary to realize the objectives set forth in **Section C** of this RFP. Offerors will be evaluated based on:

- (i) Execution of similar work as well as the quality of the work with consideration to timeliness and technical success.
- (ii) Size and complexity of past projects and degree of conformance to government mandates.
- (iii) Past Performance Evaluation Forms provided by Contractor's past clients (**Attachment J.10**)
- (iv) Offerors shall provide detailed descriptions of no more than three (3) contracts that best illustrate the firm's experience and capabilities performing work similar in size and scope and relevant to this project as described in **Section C**. On each project description, please provide all of the following information in consistent order:
 - i. Project or contract name and location, and number of years as a customer;
 - 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, firm's scope of work, and key firm strengths exhibited;
 - iv. Identification of firm's personnel (or account representative) involved in the previous projects and/or contracts 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).

L.2.2.3 Project Management Approach (20 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan shall clearly explain how the Contractor intends to manage and control the Project outlined in Section C. 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 address the following:

- (i) **Project Plan:** Offerors shall provide a narrative describing a detailed outline of the Work Breakdown Structure (WBS) for this project to clearly outline the steps, personnel requirements, deliverables and expectations of the project. The narrative shall include:
 - i. Knowledge of Industry Standard and Best Management practices for system integration and implementation of an IWMS.
 - ii. Emergency response and roll back plans.
 - iii. Procedure for responding to ad-hoc project management and reporting requests, as required by DGS throughout the project.
 - iv. Submission of weekly reports that will be utilized and record keeping procedures.
 - v. Provide clarity about deliverables and project completion verification steps that will be used to document satisfactory completion.
 - vi. Offeror shall define in detail and document of all proposed software application and process interactions required for this project as well as the overall desired Scope of Work for the successful implementation of the ARCHIBUS Application.
- (ii) **Staffing Plan:** Identify the key personnel and their specific roles in managing the Project. How the skill levels and expertise of the proposed staffing relate to particular tasks and how its team will work as a collective whole to deliver results, maximize speed and ensure quality of services to DGS.

- (iii) **Organizational Chart:** Submit an organizational chart that describes the staffing plan, illustrating reporting lines, and names and titles for key participants proposed by the team, including subcontractors.
- (iv) **Quality Control Plan (QCP):** Address all aspects of ensuring and sustaining a quality control plan per the requirements of the contract; describe processes in place to ensure performance is maintained at the Districts desired level; and describe how the Offeror proposes to prevent deferral of major maintenance and repairs.
 - a. **Key Challenges:** Describe the key challenges inherent in this Project and explain how they will be overcome or mitigated.
- (v) **User Acceptance Test:** This shall reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Acceptance Criteria shall be based on a User Acceptance Test (UAT) designed by the Offeror. The UAT will ensure that all the functionality required for the Solution has been delivered. The Authorized ARCHIBUS Business Partner will provide DGS with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan.

Each deliverable created under this Statement of Work will be delivered to the DGS with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the project manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted.

Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide the Authorized ARCHIBUS Business Partner with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between DGS and the Authorized ARCHIBUS Business Partner in advance.

- (vi) **Continuity of Services:** The Contractor shall provided under this contract continued services 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:
 - (a) Furnish phase-out, phase-in (transition) training; and
 - (b) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
 - (c) The Contractor shall, upon the Contracting Officer's written notice:

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

L.2.2.2 Relevant Experience of Key Personnel (Points 10)

The Department desires Contractors with key personnel who have experience in completing projects on-time and on-budget be assigned to this project. Contractors shall be responsible for managing the assigned project(s) from beginning to end. Offerors should include within its proposal resumes of key personnel the following:

- (i) Definition of the person's role, relevant project experience, and current workload over the next two years.
- (ii) Experience that the Key Personnel have working collaboratively.
- (iii) Identify Key Personnel and team member Certifications as it pertains to IWMS.

L.2.3 Price (30 Points)

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 line items for the base and four (4) one (1) option year periods 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:

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

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 **12:00 a.m. EST on November 13, 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 **November 1, 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, specified in **Section G.7**, 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 4th 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 coverage's 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 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 no responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Tuesday, **October 24, 2017 at 11:30 a.m. (EST)** at **Reeves Center 2nd Floor – Community Room, Washington DC 20009**. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose for 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 Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than November 1, 2017 in order to generate an official answer. Official answers will be posted on the DGS website at www.dgs.dc.gov via an addendum to the RFP.

L.21 KEY PERSONNEL

- L.21.1** The District considers the positions to be key personnel for this contract as described in **Section C** of this RFP.
- L.21.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror(s) 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.4** 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 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to Meet Minimum Requirements with Major Deficiencies
1	Poor	Marginally Meets Minimum Requirements with Major Deficiencies
2	Minimally Acceptable	Marginally Meets Minimum Requirements with Minor Deficiencies
3	Acceptable	Meets Requirements and No Deficiencies
4	Good	Marginally Exceeds Requirements and No Deficiencies
5	Excellent	Exceeds Requirements and No Deficiencies

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

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor

has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.2.3 Technical Criteria (70 Points Maximum)

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

M.2.2.1 Technical Approach (20 Points)

M.2.2.2 Past Performance (20 POINTS)

M.2.2.3 Project Management Approach (20 POINTS)

M.2.2.4 Key Personal (10 Points)

M.2.4 Price (30 Points Maximum)

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{WEIGHT(30)} = \text{Evaluated price score}$$

M.2.5 Local, Small or Disadvantaged Business Enterprises – 12 Points

Maximum of 12 CBE preference points allocable after all other points have been calculated. Preferences points awarded as stated in Section M.5.

M.2.6 TOTAL POINTS – 112 MAXIMUM POINTS

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 SMALL 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.