


Solicitation/Offer/Award/Contract				1. Caption				Page of Pages	
				STRATEGIC MANAGEMENT CONSULTING SERVICES				1	
2. Contract Number		3. Effective Date		4. Requisition/Purchase Request/Project No.					
DCAM-23-NC-RFP-0006		See Block 18							
5. Issued By: <u>Domonique Banks, CO</u>			Code	6. Administered by (If other than line 5)					
Department of General Services Contracts and Procurement Division 2000 14 th Street NW, 4 th Floor Washington, DC 20009				Department of General Services Sustainability + Energy Division 2000 14 th Street NW, 8 th Floor Washington, DC 20009 Abideen Onigbanjo abideen.onigbanjo@dc.gov					
8. Name and Address of Contractor (No. street, city, county, state and Zip Code)				8. Delivery					
				<input type="checkbox"/> FOB Origin Other (See Schedule Section F)					
				9. Discount for prompt payment Net thirty (30) Days					
Code			Facility	10. Submit invoices to the Address shown in item 6 (2 copies unless otherwise specified)				Item 6	
11. Ship to/Mark For			Code	12. Payment will be made by				Code	
13. Acknowledgement of Amendments The Offeror acknowledges receipt of amendments to the Solicitation X Signature				14. Accounting and Appropriation Data ENCUMBRANCE CODE:					
15A. Item	15B. Supplies/Services			15C. Ext Qty.	15D. Unit	15E.	15F.		
				TOTAL AMOUNT OF CONTRACT				TO BE DETERMINED	
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REQUEST FOR PROPOSALS (RFP) PROCUREMENT SCHEDULE									
ISSUE DATE		JANUARY 26, 2023							
PRE-PROPOSAL CONFERENCE		FEBRUARY 2, 2023 DATE AT 11:00 A.M. EST WEBEX WEBINAR [Registration instructions in Section L.18]							
SITE-VISIT		NOT APPLICABLE							
QUESTIONS		FEBRUARY 9, 2023 [Instructions on submitting questions can be found in Section L.5 and Exhibit J.6]							
PROPOSAL CLOSING DATE		FEBRUARY 27, 2023 AT 10:00 A.M. VIA VENDOR SUBMISSION PORTAL (ATTENTION: KAREN ARAUJO)							
Contracting Officer will complete Item 17 or 18 as applicable									
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Contract shall be subject to and governed by the following documents: (a) this award/Contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DCAM-23-NC-RFP-0006</u> including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the Contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/Contract. No further Contractual document is necessary.					
19A. Name and Title of Signer (Type or print)				20A. Name of Contracting Officer					
19B. Name of Contractor			19C. Date Signed	20B. District of Columbia (Signature of Contracting Officer)			20C. Date Signed		
(Signature of person authorized to sign)									
 Government of the District of Columbia									

SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The Government of the District of Columbia, acting by and through its Department of General Services (the “District”, “Department” or “DGS”) is issuing this Request for Proposal (“RFP”) to award up to three (3) qualified contractors (each a “Contractor”) to provide Strategic Management Consulting Services to the various divisions within the Department.
- B.1.1** The awarded Contractor(s) shall provide all management, tools, supplies, equipment, storage, vehicles, and labor necessary to perform the required services. The proposed Contract will have a term beginning with a Base Period effective date of award through September 30 of the respective fiscal year and include up to four (4) one (1) year Option Periods. The total length of the proposed Contract will not exceed five (5) years in accordance with **Section F.2**.
- B.2** **TYPE OF CONTRACT.** Pursuant to the District of Columbia Procurement Practices Reform Act (“PPRA”) 2010, Section 403 Competitive Sealed Proposals, the District contemplates award of the Contract(s) in accordance with Title 27 DCMR Chapter 47, 4721, *Competitive Negotiation*. In accordance with Title 27 Chapter 24, 2416 *Term Contracts*, the Department awards an Indefinite Delivery, Indefinite Quantity (“IDIQ”) Contract(s) with services compensated on a labor-hour basis accordant with Title 27 DCMR Chapter 24, 2421 *Labor-Hour Contracts*.
- B.2.1** **INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT**
- This is an IDIQ contract for the supplies or services specified, and effective for the period stated.
- B.2.1.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the **Ordering Clause, Section G.10**. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum non-guaranteed aggregate value of \$1,500,000 for the base period and each option year exercised. The District will order at least the minimum value of \$250.
- B.2.1.2** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.2.1.3** Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract beyond twelve months following the term of the final option period end date unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with “Chapter

17 of Title 27 of the DCMR, per 27 DCMR 2005 (*Use of Options*)” in accordance with **Section F.2.5** of this Contract.

B.2.1.4 The aggregate, non-guaranteed maximum ordering ceiling contemplated herein is not a representation to the offerors that the Department will actually require services up-to the maximum ordering limit, or that conditions affecting the requirements contemplated under the proposed Contract, will be stable or normal.

B.3 PRICING AND PRICE/COST SCHEDULE

Pricing is based on the Contractor’s price proposal for direct labor hours at the specified fixed-fixed hourly rates identified under CLINs (0001-0004) which include wages, overhead, general, and administrative expenses, and profit. The labor hour rates identified herein shall be (i) fixed for the life of the Contract and, (ii) sufficient to cover all of the service requirements including, but not limited to, the Contractor’s G&A (general and administrative) expenses, labor, supervision, supplies, service equipment, vehicles, travel to and from project work sites and insurance coverage provisions as required by **Section I.14**. The Contractors’ price for the base period and all subsequent option periods shall be in compliance with the applicable labor categories, direct hourly rates, as well as all applicable year-over-year wage increases due to market variables and any increase issued by the U.S. Department of Labor Service Contract Act, Davis Bacon Wage Determination and/or the D.C. Living Wage Act of 2006 (*whichever prevailing wage is applicable under the award of the Contract for the Base Period and any subsequent Option Periods*). The Contractor’s rates shall include all else necessary to fulfill the service level agreement for providing the District efficient and economical provision of required services as described herein.

B.3.1 For the avoidance of doubt and to provide clarification, the Contractor’s price shall be fully loaded, accounting for all cost associated with providing the contemplated hourly rate services including union fee increases (if applicable), holiday and overtime paid to the Contractor’s employees. The Contractor will not be permitted to bill, nor will the District accept additional cost in the form of holiday, overtime, and changes to hourly rates due to any of the aforementioned.

B.3.2 ID/IQ Hourly Rate Maximum Contract Ceiling. The aggregate ordering maximum non-guaranteed contract ceiling for each Contract period is outlined below:

APPLICABLE CONTRACT PERIOD	GUARANTEED MINIMUM ORDERING VALUE	AGGREGATE, NON-GUARANTEED MAXIMUM ORDERING CEILING
BASE PERIOD	\$250.00	\$1,500,000
OPTION PERIOD ONE (1)	\$250.00	\$1,500,000
OPTION PERIOD TWO (2)	\$250.00	\$1,500,000
OPTION PERIOD THREE (3)	\$250.00	\$1,500,000
OPTION PERIOD FOUR (4)	\$250.00	\$1,500,000

B.4 PRICE-COST SCHEDULE

[FOR REFERENCE ONLY – PRICE PROPOSALS SHALL BE SUBMITTED SUBSTANTIALLY IN THE FORM OF EXHIBIT J.4]

B.4.1 Base Period

CLIN	DESCRIPTION OF SERVICES	ESTIMATED	UOM	RATE	ESTIMATED
		HOURS		HOURLY/FIXED	PRICE
0001	LEAD CONSULTANT	1,496	HOURLY		\$ -
0002	SENIOR CONSULTANT	1,496	HOURLY		\$ -
0003	ASSOCIATE CONSULTANT	1,496	HOURLY		\$ -
0004	RESEARCH & ANALYST CONSULTANT	1,496	HOURLY		\$ -
TOTAL BASE PERIOD ESTIMATED PRICE					\$ -

B.4.2 Option Year 1

CLIN	DESCRIPTION OF SERVICES	ESTIMATED	UOM	RATE	ESTIMATED
		HOURS		HOURLY/FIXED	PRICE
1001	LEAD CONSULTANT	2,080	HOURLY		\$ -
1002	SENIOR CONSULTANT	2,080	HOURLY		\$ -
1003	ASSOCIATE CONSULTANT	2,080	HOURLY		\$ -
1004	RESEARCH & ANALYST CONSULTANT	2,080	HOURLY		\$ -
TOTAL OY1 ESTIMATED PRICE					\$ -

B.4.3 Option Year 2

CLIN	DESCRIPTION OF SERVICES	ESTIMATED	UOM	RATE	ESTIMATED
		HOURS		HOURLY/FIXED	PRICE
2001	LEAD CONSULTANT	2,080	HOURLY		\$ -
2002	SENIOR CONSULTANT	2,080	HOURLY		\$ -
2003	ASSOCIATE CONSULTANT	2,080	HOURLY		\$ -
2004	RESEARCH & ANALYST CONSULTANT	2,080	HOURLY		\$ -
TOTAL OY2 ESTIMATED PRICE					\$ -

B.4.4 Option Year 3

CLIN	DESCRIPTION OF SERVICES	ESTIMATED	UOM	RATE	ESTIMATED
		HOURS		HOURLY/FIXED	PRICE
3001	LEAD CONSULTANT	2,080	HOURLY		\$ -
3002	SENIOR CONSULTANT	2,080	HOURLY		\$ -
3003	ASSOCIATE CONSULTANT	2,080	HOURLY		\$ -
3004	RESEARCH & ANALYST CONSULTANT	2,080	HOURLY		\$ -
TOTAL OY3 ESTIMATED PRICE					\$ -

B.4.5 Option Year 4

CLIN	DESCRIPTION OF SERVICES	ESTIMATED		RATE		ESTIMATED PRICE
		HOURS	UOM	HOURLY/FIXED		
4001	LEAD CONSULTANT	2,080	HOURLY		\$	-
4002	SENIOR CONSULTANT	2,080	HOURLY		\$	-
4003	ASSOCIATE CONSULTANT	2,080	HOURLY		\$	-
4004	RESEARCH & ANALYST CONSULTANT	2,080	HOURLY		\$	-
TOTAL OY4 ESTIMATED PRICE						\$ -

B.5 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

B.5.1 In accordance with the Department of General Services Standard Contracts Provisions for Supplies and Services (**Exhibit J.1**), Article 15, the District through its authorized Contracting Officers reserves the right to make, in writing, at any time during the performance of this Contract, such changes in quantities and such alterations in the work as are necessary to satisfactorily fulfill the services contemplated herein. Such changes in quantities and or alterations shall not invalidate the Contract nor release the Contractor's Surety, and the Contractor agrees to perform the services as altered.

B.6 ACKNOWLEDGEMENT OF REVIEW OF CONTRACT DOCUMENTS

The Contractor acknowledges that it reviewed all specifications and is required to bring all such inconsistencies and or questions to the attention of the Department so that the Department can address any inconsistencies and or questions by modification to this Contract. The Contractor acknowledges that any inconsistencies and or questions it identifies shall not be the basis for a change to the Contract's terms and conditions.

B.6.1 Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly examined all contract documents, including all details, estimated staff scheduling plans, and has satisfied itself before executing the Contract as to all matters that can affect the work and its cost, including: (1) the prevailing wage; (2) financial capacity; (3) availability of personnel to appropriately staff services; (4) familiarized itself with the risks and mitigation costs associated with providing the required services; and (5) in general to have itself obtained all necessary information as to risk contingencies, and other circumstances which may influence or affect performance of the work. The Contractor waives all claims against the Department arising from or relating to such contingencies and conditions that are reasonably inferable from the contract documents.

B.7 DESIGNATION OF SOLICITATION FOR THE CERTIFIED BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified business enterprise ("CBE") offerors under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended.

B.7.1 Offerors must be certified by the Department of Small and Local Business Development (“DSLBD”) as a CBE at the time of the Proposal Submission Deadline in order to be eligible to participate in this solicitation. Offerors that are found to be non-CBE’s at the time of the proposal due date will be deemed non-responsive and their submission will not be considered.

B.8 SUBCONTRACTING REQUIREMENTS

An Offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. The proposed Contract resulting from this RFP will be an ID/IQ Contract and subcontracting plans will be required for all Task Orders issued with a penal value of \$250,000 or more. A Subcontracting Plan form is available as reference in **Attachment D**.

B.8.1 Section H.9.1.3 exempts a SBE/CBE prime from the overall subcontracting requirement. However, should the SBE/CBE prime choose to subcontract, a subcontracting plan is required. For task orders in excess of \$250,000, the SBE/CBE prime will be required to self-perform 50% and then, if it subcontracts any of the remaining portion, 35% of that portion will need to be SBE (if no SBE, then CBE) subcontractors in accordance with **Section H.9**, as applicable. The Department will not accept nor pay any mark-up to subcontractor costs for providing services.

B.9 DEPARTMENT-DESIGNATED POINT OF CONTACT

The Department’s sole point of contact for matters related to this RFP (“Department’s POC”) is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with the Department’s POC about the Project or this RFP shall be sent in writing to:

Name: **KAREN J. ARAUJO**
Title: Senior Contract Specialist
Contracts and Procurement Division
2000 14th Street, NW, 4th Floor, Washington, DC 20009
Email: karen.araujo@dc.gov

The Department disclaims the accuracy of information derived from any source other than the Department’s POC. The use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted by the Offeror’s point of contact identified in the Proposal. Written communications to the Department from Offerors shall specifically reference the correspondence as being associated with **STRATEGIC MANAGEMENT CONSULTING SERVICES, RFP NO. DCAM-23-NC-RFP-0006**.

SECTION C SPECIFICATIONS / WORK STATEMENT

C.1 SCOPE:

The Department is seeking up to three (3) qualified and properly licensed contractors with consulting experience to provide strategic management consulting services. The Consultants shall assist the agency in planning and implementing organizational changes, establishing performance management systems, strategic planning, and leadership development. Strategic Management Consulting services is on an as-needed basis. The Contractor(s) shall provide all management expertise, supervision, labor, administrative support, material, tools, parts, supplies, equipment, and transportation necessary to fulfill all requirements effectively and efficiently.

C.1.1 Contractors may be assigned various projects and tasks, as may arise, based on the location and nature of the services required and the qualifications and resources of the Contractors (each a “Project(s)”). Because the scope and number of Projects and tasks are unknown at the time of contract execution, the contracts are known as IDIQ contracts. The initial term of the IDIQ contracts for these Projects will be for a base period, through September 30, 2023. It is anticipated that IDIQ contracts will be issued to multiple (up to three) Contractors.

C.2 APPLICABLE DOCUMENTS

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

Item #	Document Type	Title	Version/ Date
1	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1910, Subparts A-P	Most Recent
2	Federal Regulations	U.S. Department of Labor Occupational Safety and Health Administration 29 CFR, Part 1926	Most Recent
3	DC Website	District of Columbia Department of Licensing and Consumer Protection https://dlcp.dc.gov/	Most Recent
4	DC Website	Department of General Services http://dgs.dc.gov/DC/DGS	Most Recent
5	Federal Law	U. S. Department of Justice American with Disabilities Act	Most Recent

C.3 DEFINITIONS

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

- C.3.1 Acceptance** – means an authorized representative of the District has inspected and agreed that the work meets all requirements of this Contract, to include documentation requirements.
- C.3.2 Approval** – means the District has reviewed submittals, deliverables, or administrative documents (e.g., insurance certificates, installation schedules, and planned utility interruptions) and has determined the documents conform to Contract or Contract requirements.
- C.3.3 Contract or Contracts** – is any Contract or Contracts awarded to a Contractor hereunder.
- C.3.4 Contracting Officer (“CO”)** – Business communications liaison between the DGS and a Contractor. The CO ensures that the expectations of the agency are met. The CO is an employee responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and actions that fall outside of the standard business practices of its supporting Contractors and Sub-Contractors.
- C.3.5 Contractor** – The individual, partnership, firm, company, corporation, or a combination thereof, including joint ventures, contracting with the DGS to the contract work. The Contractor is one party to the agreement.
- C.3.6 Contracting Officer’s Technical Representative (“COTR”)** – monitors all work under this Contract/Task Order.
- C.3.7 Deficiency** – means any part of a proposal from a Contractor or any work performed by a Contractor that fails to satisfy the District requirements.
- C.3.8 Direct Cost** – means any costs incurred in the actual performance and execution of services (excluding profits and mark-ups).
- C.3.9 District** – means all authorized District of Columbia Government agencies.
- C.3.10 Key Personnel** – The Contractor’s personnel who has been identified and approved to perform the work will provide the required services under the supervision of the Contractor and the COTR.
- C.3.10.1 Lead Consultant** – The Lead Consultant supervises the consultant team and is expected to have strong management and business administration experience.
- C.3.10.2 Senior Consultant** – The Senior Consultant has specialized knowledge in a specific area and is expected to have strong management and business administration experience.

- C.3.10.3 Associate Consultant** – The Associate Consultant is expected to have experience in advance management and organizational principles and practices and planning, programming, budgeting, regulations, guidelines, and processes knowledge.
- C.3.10.4 Research and Analyst Consultant** – The Research and Analyst Consultant is expected to have expert knowledge of system analysis concepts and techniques, structured analysis principles, life cycle, budgetary and financial management, cost-benefit analysis, and project management.
- C.3.11 Salesforce** – a cloud-based Customer Relationship Management (“CRM”) software system. Salesforce provides a platform for work order management, enabling DGS to track work order Service Level Agreements (“SLAs”) and oversee city-wide facilities work order request, and monitor contractor’s costs and performance. Contractors are required to update the system at a timely manner and understand DGS will use the data as a contractor work performance indicator in annual and quarterly reviews.
- C.3.12 Specifications** – means the section of a document that contains written requirements outlining the materials, equipment, standards, and workmanship necessary for successful execution.
- C.3.13 Task Order** – means a formal direction presented to a Contractor to provide Reimbursable services outside of the required Basic Services.

C.4 BACKGROUND

The Department’s mission is to build, maintain, and sustain the District of Columbia's real estate portfolio, including more than 157 million square feet of land and 35.7 million square feet of state-of-the-art facilities in Washington, DC. This work allows the agency to foster economic viability, environmental stewardship, and equity across all eight (8) wards.

DGS is a District of Columbia government agency comprised of more than 700 skilled employees working dynamically through six divisions to create new and manage existing District-owned properties. DGS Divisions hold expertise in architecture, design, construction, building management and maintenance, real estate management, and security at more than 840 real properties across the city. DGS delivers services through the following divisions: Capital Construction, Contract & Procurement, Sustainability + Energy, Facilities Management, Portfolio Management, and Protective Services.

C.5 REQUIREMENTS

C.5.1 Task Order Process and Awards

It is contemplated that the selected Contractor(s) will enter in IDIQ contracts with the Department and that all work under the resulting IDIQ contracts will be issued and authorized by Task Order. As projects are identified and funded by the Department, a Scope of Work will be drafted for each such Project. In no instance shall a Contractor be entitled to compensation for work that was performed without a Task Order. Unless otherwise determined by the Contracting Officer, Task Orders will be awarded through a

rotation process run by the Department as new projects are initiated. Each Task Order proposal shall specify: (a) the specific services required; (b) a management plan and delivery date; (c) the firm-fixed price based on the hourly labor rates included in Contractor’s contracts; and (d) such other information as the Department may reasonably request. The Contractor will be expected to manage and oversee each task from beginning to end. The Contractor shall maintain detailed records of time and labor spent on Task Orders, providing monthly progress reports of such information.

C.5.2 Office of the Director:

The Office of the Director leads the overall mission of the agency to build, maintain and sustain the District’s real estate portfolio, and has oversight over all divisions within the agency. Services will concentrate on overall agency performance, execution, and operational improvement.

- A. White Papers, Concept Papers;
- B. Courses of Action (COA) Plans;
- C. Strategic Messages;
- D. Cost Estimates;
- E. Out-year Planning Documents;
- F. Documenting proceedings, decisions and action items, operating presentation systems, and providing copies of documents;
- G. Development of written budget exhibits, legislative justification support documentation, financial analysis, and comparative data;
- H. Development of ad hoc documentation required.

C.5.3 Chief Administrative Officer:

The Chief Administrative Officer (“CAO”) focuses on budget planning, estimation, formulation, and reporting. CAO is an expert in data analytics, grants policy and guidance development, administrative support and logistical services, budget development and implementation, facility management programmatic support, and digital transformation support services. Services will concentrate on budget development and implementation support, grants professional and administrative support, and facility management programmatic support.

C.5.3.1 Budget Development and Implementation (“BDI”) Services

The Contractor shall support the government in planning, programming, budgeting, and execution (PPB&E) processes. The Contractor shall assist the government in budget planning, estimation, formulation, and reporting. The Contractor shall support all Budget planning and programming phases, including preparing Program Objective Inputs (“POI”), Budget Exhibits, and Supporting DGS POI/Budget Formulation submissions. The Contractor shall also provide budget support to include, but not limited to, the following documents:

- A. White Papers, Concept Papers;
- B. Courses of Action (COA) Plans;

- C. Strategic Messages;
- D. Cost Estimates;
- E. Out-year Planning Documents;
- F. Documenting proceedings, decisions and action items, operating presentation systems, and providing copies of documents;
- G. Development of written budget exhibits, legislative justification support documentation, financial analysis, and comparative data;
- H. Attendance at DGS and District meetings and reviews, independent analysis and development of constructive analyses of tasks, project, and program-level past, current and planned narrative, financial, and staffing data;
- I. Development of ad hoc documentation required.

C.5.3.2

Grants Professional and Administrative Services

The Contractor shall provide a full range of grant life cycles for a large volume of awards with various dollar thresholds, sizes, and complexity. The Contractor shall assist in preparing grant and cooperative agreements actions in accordance with the 2 CFR 200, the District of Columbia Grants Policies, and DGS policies. Tasks and workloads may vary based on organizational needs. Contractor activities may include, but are not limited to, the tasks below:

- A. Research, analyze, and draft responses to internal and external inquiries on the status of various grant actions.
- B. Prepare general and recipient-specific grant-related correspondence and instructions. Support on-site each fiscal year for many grant programs.
- C. Perform preliminary reviews for the grant applications (both new and continuation). This includes:
 - 1) Assuring that the various components of the application are submitted and are complete and accurate;
 - 2) Searching the excluded parties list and attaching finding with the application and any other pre-award risk assessment system verifications; and
 - 3) All types of post-award actions, including supplements.
- D. Pre-award risk assessment accounting system reviews;
- E. Assist in preparing Notices of Award (NoA) for new and continuation grant programs;
- F. Complete budget analysis of continuation and new applications and complete Grant Technical Assistant and review checklist;
- G. Process and track transferring and relinquishing awards;
- H. Review, validate, and support the management of Federal Financial Reports (FFRs);
- I. Track all recipient carryover requests and offsets as part of the FFR review and validation. This will include developing robust reports for management that will be required near real-time updates;
- J. Assist with maintaining the official award files, filing correspondence, program progress reports, and other documents. This may include file/data migration for current and active grant files;
- K. Prepare detailed tracking reports of work performed and completed, as well as written recommendations of their review, as appropriate;
- L. Assist DGS in preparation and maintaining records for audits and other compliance;
- M. Assisting with federal and non-federal audit resolution;

- N. Assistance with grant closeout actions (ensuring the award file is complete, reconciling the final FFR), and expired payments; and
- O. Support DGS in the digital transformation of grants management.

C.5.3.3 Facility Management Programmatic Support (FMPS) Services

The Contractor shall provide programmatic support and expertise in cost, schedule, and performance related to any DGS Facility Management Division (FMD) program. This may include:

- A. DGS Menu of Service (MoS) and Property Specific Service (PSS), specifically, the organization's tasks, projects, and programs. This support shall include administrative support and attendance at FMD meetings, working groups, and reviews;
- B. Expertise in the analysis, development, and sustainment of a metric performance plan that will support the strategic goals and objectives of the organization;
- C. Improve program efficiencies and effectiveness to produce results that will strengthen the health of the program and improve reporting and budgeting requirements at the task, project, program, and other levels;
- D. Provide support for the capture and reporting of the FMD, Acquisition Program, and Portfolio Metrics Baseline for all Programs, Projects, Acquisition of Services, Enterprise Services, and initiatives.

C.5.4 Capital Construction Division:

The Capital Construction Division (“CCSD”) plans, designs, and builds on behalf of District agencies, residents, and visitors. CCSD services enhance and support healthy work, school, and recreational spaces and include project planning, project management, feasibility studies, facility condition assessment, building turnover, closeout services, and utility coordination. Services will concentrate on project workflow, performance evaluation, staff alignment, and procedure development.

C.5.4.1 Capital Construction Services

The Contractor shall support the planning, design, and building of District assets. Services provided by the Contractor shall include but are not limited to:

- A. Assist Capital Construction Services Division (CCSD) to develop standard project workflows and a project delivery manual incorporating the use of ProjectTeam and industry best practices;
- B. Further, develop staff performance evaluation criteria aligned with the new project delivery manual;
- C. Support Capital Planning Office (CPO) reorganization, roles refinement, and staff realignment;
- D. Assess project manager training needs and recommend a comprehensive training program aligned with standardized workflows and project delivery manual;
- E. Develop standard "on-boarding" process to welcome and train new CCSD FTEs and contractors on DGS & CCSD.

C.5.5 Portfolio Management Division:

The Portfolio Management Division is dedicated to executing real property acquisitions by purchase or lease, disposing of property through sale, lease, or other authorized methods, managing space in buildings. Additionally, the division implements long-term strategic real estate plans, forecasting client-agency real estate requirements, supporting client-agency space planning needs, and providing portfolio analytics and decision support technologies. The Portfolio Division also manages capital improvement and construction programs for various District Government agencies. Services will concentrate on asset management, asset development, data management, and portfolio management strategy.

- A. Provide market target services;
- B. Develop and drive standards for Real Estate;
- C. Deliver business cases to senior leadership to drive critical decisions;
- D. Planning studies for existing properties and provide business strategy and guidance for new locations;
- E. Conduct portfolio occupancy planning studies for existing properties;
- F. Provide business location strategy and guidance for new locations;
- G. Develop and track key portfolio metrics and KPIs to measure the health of the RE function;
- H. Collaborate with PMD Director to assist in the development of alternative workplace strategies;
- I. Act as the business owner for technology applications and tools; and
- J. Participate in industry associations and monitor industry best practices.

C.5.6 Protective Services Division:

Protective Services Division (“PSD”) is responsible for the protection and security of all District-owned and leased facilities and the safety of employees who work in or guests who visit any District building. PSD is committed to the initial development, updating, and implementation of law enforcement policies and standard operating procedures (SOP) designed to guide the day-to-day operational activities and protocols of Protective Services Officers. Services will concentrate on policy research and development regarding public safety, law enforcement regulations, and information sharing.

C.5.6.1 Policy Development Services

The Contractor shall provide expert policy research, analysis, document development, vetting through the approval process, publication, and accountability regarding Federal, District, and Contract public safety issues, law enforcement regulations, human resource directives, and criminal justice information sharing issues, as well as appropriate legislative decisions and cases in support of conclusions and recommendations. The Policy Developer(s) will be responsible for:

- A. Performing in-depth research analysis;
- B. Developing appropriate policy documents within the scope agreed to;
- C. Evaluating and presenting divergent professional positions regarding security, law enforcement, personnel, training, safety, and criminal justice information policies and

- practices in the District of Columbia and relevant (Federal and District) legislative decisions;
- D. Evaluating and presenting divergent professional positions affecting significant criminal justice policy issues regarding policy development, training manuals and documents, standard operating procedures, and defining and describing feasible options, including the effects of their implementation and adoption;
 - E. Conducting research and analyzing policy issues and legislative decisions impacting the use of district government and contract security assets;
 - F. Initiating, formulating, planning, executing, and coordinating complex research and comprehensive analysis of policies and practices on state-of-the-art security approaches, public safety, law enforcement, human resource laws, and criminal justice information;
 - G. Conduct employee and management surveys and audits and provide authoritative advisory services to PSD operations, resources, and management officials;
 - H. Ensuring the rigorous application of District government ethical standards, document formatting and publication, and information security/information assurance policies, principles, and practices during policy development;
 - I. Preparing written narratives, analytical reports, research work plans, literature reviews, memos summarizing research findings; data tables and graphs as required for document creation, audit, and publication;
 - J. Drafting and presenting presentations concerning policy effect, implementation, and compliance.
 - K. Ensuring that policy issues and recommendations are prioritized and well-defined within the scope of the contract;
 - L. Working with PSD management and DGS team members (e.g., legal, communication, contracting) to develop plans and schedules, define milestones and deliverables, monitor related activities, and evaluate and report on accomplishments;
 - M. Preparing and reviewing various sensitive and complex reports; legislative decisions; research plans; studies relative to law enforcement and security; and other complex correspondence/policies; and
 - N. Attending executive staff meetings to advise on status updates or legislative issues impacting PSD's daily mission. This may be substituted with weekly or one-on-one status/progress meetings.

C.5.7 Sustainability and Energy Division:

Sustainability and Energy Division (“S+E”) is responsible for executes high-performance program and policy efforts that involves the entire agency, including data, technology, education, climate, energy, building design and operations, water and stormwater, trash, recycling, and compositing, and health and safety. Services will concentrate on system implementation, data analysis, and improving practices.

- A. Assist Sustainability and Energy Division (S+E) to develop standard project workflows, reporting and industry best practices;
- B. Provide market target services;
- C. Develop and drive standards for energy and sustainability;
- D. Deliver business cases to senior leadership to drive critical decisions;

- E. Planning studies for existing properties and provide business strategy and guidance for energy and sustainability implementation;
- F. Conduct energy and sustainability planning studies for existing properties;
- G. Provide energy and sustainability strategy and guidance for new locations;
- H. Develop and track key metrics and KPIs to measure the health of the energy and sustainability function;
- I. Collaborate with S+E Director to assist in the development of workplace implementation strategies; and
- J. Participate in industry associations and monitor industry best practices.

C.5.8 Information Technology:

The Information Technology Division is responsible for supporting the DGS’s Information Technology (“IT”) needs, including telecommunications, software/hardware, network connectivity, audio-visual operations, information management systems, and databases. DGS technology infrastructure and systems consist of various network technologies, computer hardware, operating systems, and applications for administrative and programmatic work. Services will concentrate on IT system implementation, data analysis, and plan development.

C.5.8.1 IT Assessment Services

The Contractor shall assess the DGS Information Technology infrastructure and provide preliminary recommendations to address immediate, short, and long term needs and vulnerabilities. The Contractor will then facilitate a process with the DGS Chief Information Officer to review recommendations and determine the future direction of Information Technology at DGS.

- A. Assessing all existing technical infrastructure and technology systems used throughout the agency and vulnerabilities in the infrastructure, including staffing privileges, security risks, risk of system failure, IT staff succession planning, Interoperability of existing system, business continuity, emergency preparedness, and disaster recovery.
- B. Needs and Opportunities are driven by:
 - 1) Organizational change, overall strategic plan, organizational change structure, and the DGS way of doing business;
 - 2) Potential for IT to be better integrated into programmatic work;
 - 3) Business needs of all users at DGS;
 - 4) Enhancing the current and potential use of technology throughout the agency; and
 - 5) High-level analysis of enterprise architecture integration opportunities for critical applications.
- C. Review and validate information on infrastructure and systems from previously completed IT assessments and staff knowledge of IT systems;
- D. Review information in existing IT network diagrams;
- E. Research costs of IT solutions;
- F. Update the DGS Chief Information Officer regularly on work progress;
- G. Present findings and recommendations to DGS Leadership and DGS Chief Information Officer;
- H. Revise findings and recommendations timely upon gathering feedback; and

- I. Provide current results and recommendations to DGS leadership.

C.5.8.2 **5-Year Information Technology Strategic Plan Services**

The Contractor shall support the development of the DGS 5-year IT Strategic Plan. The strategic plan lays out the path to actualize the IT strategy and vision across the agency, particularly in the Information Technology Division. The 5-year IT strategic plan will cover topics such as, but not limited to: IT governance, computer equipment refresh planning, service methodology, policies, project prioritization, IT structure, staffing appropriate for carrying out the strategy concerning the size of the organization, internal and external resources required for implementation, and collaboration platforms - which may include re-engineering the Microsoft Teams platform or other technology. Contractor activities may include, but are not limited to the tasks below:

- A. Incorporate decisions made about vision, strategy, and other foundational elements into the strategic plan;
- B. Incorporate learning and information gathered during the assessment;
- C. Research and present costs of IT solutions;
- D. Provide regular updates to the DGS CIO on work progress;
- E. Present drafts of the strategic plan to the DGS CIO;
- F. Timely revision of the strategic plan upon gathering feedback;
- G. The plan shall describe significant phases of work, tasks, short and long-term milestones, and associated timelines;
- H. The plan shall address prioritization and sequencing of projects and activities;
- I. The plan shall provide cost estimates for projects and activities;
- J. The plan shall identify the staff anticipated to perform under this plan and their anticipated tasks/roles; and
- K. The vendor will provide support in the implementation of the IT Strategic Plan.

C.5.9 **Qualifications of Contractor**

C.5.9.1 The Contractor shall have a comprehensive knowledge of a wide range of operational and training concepts and practices related to government management, operations, and legislative decisions (Federal and District) and possess exceptional knowledge of District code and ethics. The Contractor must work and coordinate multiple projects independently in a team-oriented environment.

C.5.9.2 It is strongly preferred for the Contractor possess' analytical ability to make realistic assessments, conduct probing research, create innovative analysis involving complex variables, and develop recommendations based on review and analysis that are consistent with current accepted policy development, theory, and practices and laws (Federal and District). Additionally, the Contractor is required to meet the following minimum qualifications:

- A. Experience with performing strategic management consulting services for organizations of similar size, scope, and complexity of the DGS;
- B. Adequate staff capacity to effectively complete projects;
- C. Demonstrate experience in strategy development;

- D. Experience facilitating discussions as strategic management consultants;
- E. Experience implementing strategies for organizations of similar size, scope, and complexity of the DGS;
- F. Demonstrate expertise in strategic management consulting assessment efforts;
- G. Experience in identifying vulnerabilities, risk, and solutions for organizations of similar size, scope, and complexity of the DGS; and
- H. Experience writing and executing strategic plans for agencies of similar size, content, and complexity as DGS.

C.5.10 Staffing Request

DGS is seeking Contractor(s) to provide the following qualified professionals:

C.5.10.1 Lead Consultant: The Lead Consultant supervises a consultant team and is expected to have strong management and business administration experience. It is preferred that the Lead Consultant has a college degree in a relevant field of study and at least ten (10) years, preferred, of experience in project management/management consulting and strong business administration/management experience.

C.5.10.2 Senior Consultant: The Senior Consultant has specialized knowledge in a specific area and is expected to have strong management and business administration experience. It is preferred that the Senior Consultant has a college degree in a relevant field of study and at least seven (7) years, preferred, of experience in advanced management and organizational principles as well as practices, comprehensive knowledge of planning, programming, regulation, guidelines, and processes.

C.5.10.3 Associate Consultant: The Associate Consultant is expected to have experience in advanced management and organizational principles, practices, planning, programming, budgeting, regulations, guidelines, and processes knowledge. It is preferred that the Associate has a college degree in a relevant field of study and at least seven (7) years, preferred, of experience in performance management.

C.5.10.4 Research and Analyst Consultant: The Research and Analyst Consultant is expected to have expert knowledge of system analysis concepts and techniques, structured analysis principles, life cycle, budgetary and financial management, cost-benefit analysis, and project management. It is preferred that the Research and Analyst Consultant has a college degree in a relevant field of study. An advanced degree may be substituted for two (2) years of experience.

C.5.11 Contractor Quality Assurance/Quality Control (“QAQC”)
The Contractor shall list the point of contact responsible for reviewing the quality of work completed, task performance, invoicing, and related questions.

C.5.12 Duty To Maintain Timesheet
The Contractor will be required to maintain timesheets in detail sufficient to describe the general nature of the services provided and the number of hours devoted to such activities

by all its personnel assigned a specific project. The Contractor shall submit timesheets to the Department with its monthly invoices.

C.5.13 Licensing, Accreditation, and Registration

All Offerors must provide proof to DGS that they have a "General Business License" issued by the DC Department of Licensing and Consumer Protection. During the contract, the Contractor shall comply with all licensing, accreditation, and registration requirements and standards under applicable laws for the performance of the contract.

C.5.14 Conformance with Laws

The Contractor shall perform the services following applicable local and federal statutes, laws, codes, ordinances, regulations, rules, requirements, and orders ("Applicable Laws").

C.5.15 Completion Schedule

Time is of the essence for each task and project relating to this contract. DGS shall prioritize any other similar contract held by the Contractor throughout the contract. The Contractor must dedicate personnel and other resources as is necessary to ensure that the required services are completed on time and in a diligent, skilled, and professional manner.

C.5.16 Work Product

Any work products, such as, but not limited to, reports, drawings, graphs, or charts produced by a Contractor's employee(s) as part of the services rendered under this agreement, shall be provided to and be the District's sole property. Contractor(s) and this individual shall not release such work or other information obtained or produced under this agreement without the District's prior written consent.

C.5.17 Confidentiality

The Contractor shall access DGS systems and other sources for historical financial and data related to programs and projects. The systems include Salesforce and the file directory. The Contractor agree that it shall treat all confidential information provided by DGS to the contractor carefully and shall not disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available.

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 (**Exhibit 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 (**Exhibit J.1**).

SECTION F PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 Base Term: The base term of the awarded contract shall be for a base period from date of execution by the Department’s Contracting Officer (“CO”), as specified on the cover page of this contract, through September 30, 2023.

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

F.2.2 Option Year Period(s) of Performance: Each subsequent Option Period is anticipated to begin on October 1st and end September 30th of each Fiscal Year Period, as illustrated below.

<u>Option Period(s)</u>	<u>Anticipated Period(s) of Performance</u>
OY1	1-Oct-2023 thru 30-Sep-2024
OY2	1-Oct-2024 thru 30-Sep-2025
OY3	1-Oct-2025 thru 30-Sep-2026
OY4	1-Oct-2026 thru 30-Sep-2027

F.2.3 If the Department exercises this option, the extended contract shall be considered to include this option provision.

F.2.4 The price and cost for the option period shall be as specified in **Section B.4** of the contract.

F.2.5 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years, unless prior to the expiration of a contract, the Chief Procurement Officer determines in writing that it is in the best interest of the District to extend the term beyond the total term specified and provides justification for using a sole source modification in accordance with “Chapter 17 of Title 27 of the DCMR, per 27 DCMR 2005 (*Use of Options*)”.

F.2.6 The continuation of services through the exercise of an option period is subject to the availability of appropriated funds at the time of the exercise of the option.

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the Department's requirements and submit each deliverable, set forth in each task order on a per project basis, to the Contracting Officer's Technical Representative (COTR) identified in **Section G.9.2**. Some examples of such deliverables include:

- A. Submit for the Department's approval a strategic plan;
- B. Submit for the Department's approval a written performance management plan;
- C. Submit for the Department's approval a written communication plan with a focus on change management;
- D. Submit for the Department's approval a written leadership/management team development plan;
- E. Submit for the Department's approval financial and data analytic reports;
- F. Submit for the Department's approval a policy and procedure development plan;
- G. Specific policies and procedures, as requested by the Department;
- H. Facilitate coaching, training, meetings, and/or focus groups; and
- I. Submit for the Department's approval training documents, resources, and curriculum

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

SECTION G

CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The E-invoicing vendor helpdesk number (202) 741-5200 and email is dcvendor.help@dc.gov. The Contractor must indicate the proper PO number on all invoices. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.

G.2.1 Prior to creating the payment request described above, the Contractor shall submit a proper invoice based on applicable guidelines specified in **Section G.4**. Invoices shall be prepared and submitted to the COTR identified in **Section G.9**.

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

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

G.2.2.2 The Contract number and invoice number;

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

G.2.2.4 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

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

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

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

G.2.2.8 Name, title, phone number and mailing address of person (if different from the person identified in **Section G.2.2.6** above), to be notified in the event of a defective invoice; and

G.2.2.9 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

G.4.1.1 Unless otherwise specified in this Contract, payment will be made on partial deliveries of goods and services accepted by the Department if:

- a) The amount due on the deliveries on goods and or services warrants it;
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total Contract price; or
 - (i) "Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule, **Section B.4.**"
- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

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

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

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

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

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

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

G.6.2 Payments to Subcontractors

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

- G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the Contract; or
- G.6.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
- G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
- G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
- G.6.2.2.3** 15th day after any other required payment date.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3** **Subcontractor requirements.** The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 **CONTRACTING OFFICER (“CO”)**

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

Domonique Banks | Contracting Officer, Supervisory Contract Specialist
Contracts & Procurement Division | Department of General Services
2000 14th Street, NW | 4th Floor | Washington, DC 20009
Tel: (202) 719-6544 | Mobile: (202) 365-6721 | Email: domonique.banks@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

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

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

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

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

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

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

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

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

Abideen O. Onigbanjo | Special Assistant
Office of the Director | Chief Operating Officer
Department of General Services
2000 14th Street, NW | 8th Floor | Washington, DC 20009
Desk: (202) 698-1604 | Mobile: 202-845-5219 | Email: abideen.onigbanjo@dc.gov

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the Contract;
3. Increase the dollar limit of the Contract or authorize work beyond the dollar limit of the Contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the Contract.

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

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this Contract must be ordered by issuance of delivery orders or Task Orders by the Contracting Officer in the form of **Exhibit J.4 – Form of Task Order**. Such orders may be issued during the term of this Contract. The Contractor is hereby made aware that only the Contracting Officer is authorized to issue Task Orders under the Contract, and the Department shall have no obligation to provide or remit compensation to the vendor for any work, materials, or supplies that the vendor provides contrary, beyond, or outside of that parameter and understanding. The vendor should always take care to receive Task Order instructions from the Contracting Officer, versus any non-authorized personnel of the Department such as the COTR who is not authorized to make change to this Agreement and or any Task Orders issues pursuant to this Agreement.

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 prevail.

G.10.3 There is no limit or maximum on the number of orders/Task Orders that may be issued. The Department may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations. The Department reserves the right, at any time (including after an award hereunder), to either adjust or cancel a Task Order(s).

G.10.4 The Ordering Maximum values identified in **Section B.3.1** are non-guaranteed estimated ordering maximums and is not a representation of the District's intent to order up-to or that the maximum ordering values will be required within any give Contract Period, or that conditions affecting the requirements, will be stable or normal. Contractors are only guaranteed the stated minimum ordering value of Two Hundred Fifty Dollars (\$250.00) during a Contract Period.

G.10.5 Any order(s) issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the individual

order(s). The Contract shall govern the Contractor's and Department's rights and obligations with respect to any and all order(s) to the same extent as if the order(s) were completed during the Contract's effective period.

G.10.6 The Contracting Officer may establish Contract delivery or performance schedules on the basis of Contracts containing indefinite delivery provisions (such as term Contracts or federal supply schedules), a specific time for delivery and or performance of services after receipt by the Contractor of each individual Task Order issued under the Contract, thus the period of performance established by the individual task order shall prevail.

G.10.7 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.11 RIDER CLAUSE

G.11.1 The Mid-Atlantic Purchasing Team ("MAPT") is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region.

G.11.2 A lead agency format is used to accomplish this work. The Lead Agency in this procurement and has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions.

G.11.2.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

G.11.2.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

G.11.3 Other Conditions - Contract and Reporting.

G.11.3.1 The contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located.

G.11.3.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants.

G.11.3.3 Contract obligations rest solely with the participating entities only.

- G.11.3.4** Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.
- G.11.4** In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.
- G.11.5** A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links:
www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/
<http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

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. 25, date of last revision: 12/27/2022**, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with **Article 25 of the District of Columbia's Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016**. If an option is exercised, the Contractor *shall be* bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable.

H.2.2 LIVING WAGE ACT

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (**Exhibit J.3**).

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

- a. Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee,

unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

- b. Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - (1) Pay;
 - (2) Accumulated seniority and retirement;
 - (3) Benefits; and
 - (4) Other applicable service credits;
- c. Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- d. Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- e. Require an employee to take leave if a reasonable accommodation can be provided; or
- f. Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

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

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

- a. Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual’s status as unemployed; or
- b. Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual’s status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual’s status as unemployed.

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

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

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

H.5.2 The Contractor shall enter into and maintain during the term of the Contract, a First Source Employment Agreement (Employment Agreement) with DOES, in which the Contractor shall agree that:

- a) The first source for finding employees to fill all jobs created in order to perform the Contract shall be the First Source Register; and
- b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the Contract until its Employment Agreement and Plan have been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES. The DOES Employment Agreement and Plan are available as reference in **Attachments B and C**.

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

- H.5.5** The Contractor’s hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The Contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 14 of the District of Columbia’s Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016, Disputes.**
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.5.11** If applicable, the Contractor shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:
- a) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
 - b) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
 - c) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
 - d) At least seventy percent (70%) of common laborer hours shall be performed by District residents

H.6 AUDITS AND RECORDS

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

H.6.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price 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.6.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this Contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The 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.6.4 Comptroller General

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

H.6.4.2 This 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.6.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

H.6.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in **Sections H.7.1 - H.7.5** of this Contract, for examination, audit, or reproduction, until three (3) years after final payment under this Contract or for any shorter period specified in the Contract, or for any longer period required by statute or by other clauses of this Contract. In addition:

- a) If this Contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and

- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Contract until such appeals, litigation, or claims are finally resolved.

H.6.7 The Contractor shall insert a clause containing all the terms of this clause, including this **section H.7.7**, in all subcontracts under this Contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-re-determinable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in **section H.7.5**.

H.7 ADVISORY AND ASSISTANCE SERVICES

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

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of **Section 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 bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 *RESERVED [Intentionally Omitted]*

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

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

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

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

d) To employers that employ less than 11 employees.

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

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

H.12 **CONTRACTOR RESPONSIBILITIES**

H.12.1 At all times and during performance under this Contract, the Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor’s agents, employees, subcontractors, sub-subcontractors, material suppliers, and laborers, and the agents and employees of the subcontractors, sub-subcontractors, material suppliers and laborers performing or supplying work in connection with the project/services.

H.12.2 The Contractor shall be responsible for providing services in accordance with the requirements of this Contract.

H.12.3 The Contractor shall be responsible for obtaining any and all licenses and permits, unless otherwise stated herein necessary for the performance of this Contract.

H.12.4 The Contractor shall furnish all equipment needed for the performance of the work under the resultant contract. All equipment must be properly guarded and meet all applicable OSHA standards.

H.12.5 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

H.12.6 The Contractor shall furnish all Material Safety Data Sheet (“MSDS”) for any materials used in the performance of this Contract. The Contractor shall make efforts to use recycled paper products and environmentally preferable materials.

H.12.7 The Contractor shall be responsible for the base operations of the building only, which excludes retail space specific services, not provided to retailers by the building.

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

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

H.12.8 Licensing, Bonding, and Screening

The Contractor employees must be licensed and bonded, as required by DCLP or any other applicable law. Additionally, employees of Contractor's subcontractors who have access to the Facility must pass all screening and background check requirements consistent with the District's Policy for Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth; this is applicable to any Contractor, employee or volunteer. Contractor shall incorporate the conditions of the District's policy within their company policy and provide a copy of such procedure validating continuous compliance.

H.12.9 Allowable Subcontracting Requirements

H.12.9.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

H.12.9.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.12.9.3 The Contractor shall notify the Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the Contract is necessary to protect the health and safety of enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify COTR immediately upon taking such action.

H.12.9.3.1 If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this Contract; the District may terminate this Contract.

H.12.9.3.2 The Contractor shall ensure that all of its subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's Contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.

H.12.10 Staff Attire and Identification

H.12.10.1 The Contractor's staff shall wear neat, clean, and professional attire. The attire shall include distinctive apparel identifying staff as the Contractor's employees.

H.12.10.2 The Contractor's staff shall wear identification badges at all times. The identification badges shall provide company logo, employee's name, and employee photograph.

H.12.11 Safety Requirements

H.12.11.1 The Contractor shall be responsible for complying with all applicable District and Federal rules, regulations and practices relating to safety on the job site; for all injury to persons or

damage to property that occurs as a result of the Contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the tenants and District property; and for all materials delivered and work performed until completion and acceptance of the entire work in writing by the COTR.

- H.12.11.2** The Contractor shall provide and ensure that all its personnel at the work sites properly wear all applicable safety devices and apparel required by the United States OSHA including, but not limited to:
 - H.12.11.2.1** Back support devices
 - H.12.11.2.2** Eye protection
 - H.12.11.2.3** Hearing protection
 - H.12.11.2.4** Hand protection
 - H.12.11.2.5** Head protection
 - H.12.11.2.6** Foot protection
- H.12.11.3** *RESERVED [Intentionally Omitted]*
- H.12.11.4** The District has the right to inspect all areas for safety violations at its discretion, direct the Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are deemed to exist.
- H.12.11.5** Notwithstanding any provision to the contrary, the District shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the Contractor. In the event that the Contracting Officer directs the work to stop because of existing safety hazards after the Contractor has been notified and provided ample time to correct, the Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage.
- H.12.11.6** The Contractor shall immediately notify the COTR if the job site is visited by an OSHA official for compliance of the OSHA or any other safety regulatory requirements.
- H.12.12** **Fire Prevention** – *RESERVED [Intentionally Omitted]*
- H.12.13** **Smoke Free Environment**
 - H.12.13.1** The District's facilities are smoke free. The Contractor is responsible for adhering to all applicable rules and regulations regarding maintenance of a smoke free environment on the job sites.
- H.12.14** **Delivery of Services** – *RESERVED [Intentionally Omitted]*

H.12.15 Communication

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

H.12.16 Accident Reports

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

H.12.17 Property Damage Notification

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

H.12.18 Suspension of Work

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

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

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

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

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

H.12.19 Contract Completion or Termination

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.13 ANTI-DEFICIENCY ACTS

The obligations and responsibilities of the Department under the terms of the Contract, or any subsequent agreement entered into pursuant to this Contract or referenced herein (to which the Department is a party), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 (2004) (the “**Federal ADA**”), and D.C. Official Code §§ 1-206.03I and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2004 Supp.) (the “**D.C. ADA**” and (i) and (ii) collectively, as amended from time to time, the “**Anti-Deficiency Acts**”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). Pursuant to the Anti-Deficiency Acts, nothing in this Agreement shall create an obligation of the Department in anticipation of an appropriation by Congress for such purpose, and the Department’s legal liability for payments and other charges under this Contract shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

H.14 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.15 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.16 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.17 WAY TO WORK AMENDMENT ACT OF 2006

H.17.1 Except as described in **Section H.17.8** 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.17.2 The Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage.

H.17.3 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.17.4 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.17.5 The Contractor shall provide a copy of the Fact Sheet attached as **Exhibit J.3** to each employee and subcontractor who performs services under the Contract. The Contractor shall also post the Notice attached as **Exhibit J.3** 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.17.6 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.17.7 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.17.8 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 Healthcare 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.17.9 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.18 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.19

CAMPAIGN FINANCE REFORM ACT

The Contractor agrees to comply with the Campaign Finance Reform Act certification requirement (**Attachment F**) pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements prior to the execution of any task order, as applicable.

SECTION I CONTRACT CLAUSES

I.1 GOVERNING LAW

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

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.3 CONTRACTS THAT CROSS FISCAL YEARS

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

I.4 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.5 CONTINUITY OF SERVICES

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

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

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

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

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

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

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

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

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

I.6 CONFIDENTIALITY OF INFORMATION

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

I.7 ESTIMATED QUANTITIES

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

I.8 DISPUTES

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

I.19

CHANGES

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article 14 of the Standard Contract Provisions, Disputes.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under a District-issued change order, when the additional work increases the Contract price beyond the not-to-exceed price or negotiated maximum price of the Contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

I.10

NON-DISCRIMINATION CLAUSE

I.10.1

The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights

Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

I.10.2 Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:

I.10.3 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.10.4 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:

- a. employment, upgrading or transfer;
- b. recruitment, or recruitment advertising;
- c. demotion, layoff or termination;
- d. rates of pay, or other forms of compensation; and
- e. selection for training and apprenticeship.

I.10.5 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs **I.10.3** and **I.10.4** concerning non-discrimination and affirmative action.

I.10.6 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph **I.10.4**.

I.10.7 The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers’ representative of that contractor’s commitments under this nondiscrimination clause and

the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.10.8 The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

I.10.9 The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.

I.10.10 The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs **I.10.3** through **I.10.11** of this clause, so that such provisions shall be binding upon each subcontractor.

I.10.11 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.11 RIGHTS IN DATA

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

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

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

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

B. Title to Project Deliverables

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

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

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, 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 the Contractor’s business.

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

In addition to the indemnification clauses in Article 9 of the Standard Contract Provisions, the Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses: (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract; or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

I.12 OTHER CONTRACTORS

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

I.13 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any subcontracted work or

service shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.14 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured

Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the

statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period

will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

- E. 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.

- F. 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.

- G. 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.

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

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

The Government of the District of Columbia

And e-mailed to the attention of:

Domonique Banks c/o Karen Araujo

Contracting Officer, Supervisory Contract Specialist

Contracts and Procurement Division

Department of General Services

Tel: (202) 384-7744 | Email: Karen.Araujo@dc.gov

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

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

I.15 EQUAL EMPLOYMENT OPPORTUNITY

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

I.16 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any

other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.17 TIME

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

I.18 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract Document
- (3) Standard Contract Provisions for Supplies and Services Contracts, dated January 2016
- (4) Contract's exhibits other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

SECTION J EXHIBITS

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

EXHIBIT NUMBER	DOCUMENT	REFERENCE
EXHIBITS TO THE SOLICITATION		
J.1	Government of the District of Columbia’s Department of General Services Standard Contract Provisions for Supplies and Services Contracts, January 2016	<i>Ref.</i>
J.2	U.S. Department of Labor Wage Determination 2015-4281, Revision 25 dated December 27, 2022	<i>Ref.</i>
J.3	Way to Work Amendment Act of 2006 - Living Wage Notice & Fact Sheet	<i>Ref.</i>
J.4	Price-Cost Schedule	<i>Submittal</i>
J.5	Form of Task Order	<i>Ref.</i>
J.6	Vendor-Submission Portal Instructions	<i>Ref.</i>
ATTACHMENT NUMBER	DOCUMENT	COMPLIANCE
REQUIRED COMPLIANCE DOCUMENT		
A	Bidder/Offer Certification	<i>COMPLIANCE</i>
B	DOES First Source Employment Agreement	<i>COMPLIANCE</i>
C	DOES First Source Employment Plan	<i>COMPLIANCE</i>
D	DSLBD SBE Subcontracting Plan Form	<i>COMPLIANCE</i>
E	EEO Policy Statement Agreement & Employer Information Report	<i>COMPLIANCE</i>
F	Campaign Finance Reform Contractor Self-Certification Form	<i>COMPLIANCE</i>
G	Past Performance Evaluation Form	<i>COMPLIANCE</i>
H	Certificate of Clean Hands – https://mytax.dc.gov/	<i>COMPLIANCE</i>
I	DC Business License	<i>COMPLIANCE</i>
J	DSLBD CBE Certification Information	<i>COMPLIANCE</i>

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 BIDDER/OFFEROR CERTIFICATION FORM

Available on **Attachment A** of this solicitation.

K.2 WALSH-HEALEY ACT

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

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

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

K.3.1 Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

As a result of this solicitation, the Department intends to award up to three (3) contracts resulting from this solicitation to the responsive and responsible Offeror(s) whose offer(s) conforms to the solicitation and will be most advantageous to the Department in accordance with D.C. Official Code § 2-354.03, cost or price, technical and other factors, as specified elsewhere in this solicitation.

L.1.2 SELECTION OF NEGOTIATION PROCESS

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically using the Departments QuickBase Contracts and Procurement Submission Portal (“QBSP”). To be considered, an Offeror must submit the required attachments via the QBSP system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals **will not be accepted**.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit the following attachments in its electronic submittal: (1) a technical proposal, (2) a price-cost proposal, and (3) compliance documents. **Please note two of the upload fields have a maximum file size of 100MB and the third upload has a maximum file size of 50MB.**

L.2.4 The offeror shall label each attachment, i.e., “Technical Proposal”, “Price-Cost Proposal”, and “Compliance Document Package.”

L.2.5 Technical Proposal Organization

Offerors are directed to the specific proposal evaluation criteria found in **Section [M]** of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit

information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in **Section [C]**.

L.2.5.1 **Technical Proposal** must be organized and prepared as follows:

1. Table of Contents;
2. Each page of the proposal must be numbered consecutively;
3. Proposals shall be typewritten in 12-point font size; with each section separated (i.e., *(i)* Technical Approach; *(ii)* Team Member Technical Expertise; and *(iii)* Relevant Past Experience).
4. Offerors' Past Performance Evaluation Forms (**Attachment G**). The Offeror shall provide no less than three (3) Past Performance Evaluations forms completed by its clients where providing comparable relative and related services defined by this RFP.

L.2.6 **Price-Cost Proposal** must be organized and prepared as follows:

1. Completed Price-Cost Schedule substantially in form of **Exhibit J.4 (excel)**.
NOTE: In the opinion of the Department, any material deviations of these forms, **Exhibit J.4**, which is provided by the Department, shall be sufficient to render the proposal non-responsive and subject to exclusion from further evaluation in consideration of award.

L.2.7 **Compliance Documents Package**

Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7.1 The District will reject any offer that fails to include a subcontracting plan that is required by law.

L.2.7.2 The Offeror shall complete in their entirety the following compliance documents and submit as a complete package:

1. Bidder-Offeror Certification Form
2. DOES First Source Employment Agreement
3. DOES First Source Initial Employment Plan
4. DSLBD SBE Subcontracting Plan
5. EEO Employer Information Report and Mayor's Order 85-85
6. Campaign Finance Reform Contractor Self-Certification Form
7. Certificate of District City-wide Clean Hands (<https://mytax.dc.gov/> /)
8. Valid (active) DC Business License
9. DSLBD CBE Certification Information

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

In addition to the proposal submission requirements in **Section L.2** above, the Offeror must submit an electronic copy of its proposal, ***redacted*** in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the Offeror’s proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

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

L.4.1 Electronic Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the Department's QBSP system no later than the closing date and time specified. The Department will not consider late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

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

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the Department's QBSP system before the closing time. **You may use the latest version of Google Chrome (all Chromium based browsers), Mozilla Firefox 52 and later, Safari 5.1 and above, Microsoft Internet Explorer 11, or Microsoft Edge version 83 (released May 2020) and later.**

L.4.1.4 Proposals must be submitted into the Department's QBSP system (Vendor Submission Portal Instruction – **Exhibit J.6**) no later than **[10:00 a.m. EST on February 27, 2023.](#)**

Department's QBSP Portal:

<https://octo.quickbase.com/db/bq7rujdk2?a=dbpage&pageID=2>

Solicitation ID:

DCAM-23-NC-RFP-0006

Project Name:

Strategic Management Consulting Services

Designated Senior Contract Specialist:

Karen J. Araujo

L.4.1.4.1 Offerors may group multiple required exhibits/attachments into a single pdf and submit to (1) of the (3) file uploads (up to the maximum file sizes). Two of the uploads have a maximum file size of 100MB and the third upload has a maximum file size of 50MB. Additionally, for the avoidance of confusion and not to the contrary, there is no limit to the number of times an Offeror may access and submit documents through the Vendor Submission Portal but only documents received by the due date and time will be accepted by the Department.

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the Department's QBSP system at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The Department's QBSP system will accept proposals at any time without limitation; however, any proposal received and timestamped by the system **after exact closing date and time**, or modifications to proposals **after** the closing date and time for receipt of proposals will not be consider, opened, or accepted.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, may be considered at any time it is received and may be accepted by the CO if determined to be most advantageous to the Department.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question(s) to the attention of Senior Contract Specialist, Karen J. Araujo through the Department's QBSP system (Instructions for use of the portal can be found in **Exhibit J.6**). The prospective Offeror should submit questions no later than close of business on **February 9, 2023**, (18)-days prior to the closing date and time. The District may not consider any questions received less than nineteen (18)-days before the date set for submission of proposals. The District will furnish responses via addenda issued to the solicitation and posted to the Department's Solicitation Web page found at <https://dgs.dc.gov/page/dgs-solicitations>. An amendment to the solicitation will be issued only if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offerors. Oral explanations or instructions given by District officials before the award of the Contract will not be binding.

L.5.1 IMPORTANT NOTICE: The Department will notify Offerors of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of Contracts and Procurement website. It is the potential Offeror's

responsibility to frequently visit the Department's Contracts and Procurement website at: <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its Price/Cost Proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year period(s).

L.8 PROPOSAL PROTESTS

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

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in **Section I.14** to the Contracting Officer:

Domonique Banks c/o Karen Araujo
Contracting Officer, Supervisory Contract Specialist
Department of General Services
Email: karen.araujo@dc.gov
RE: DCAM-23-NC-RFP-0006

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked Offeror or negotiate with the highest ranked Offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements.

L.16 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. The awarded Contractor(s) will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor shall meet and demonstrate all of the following requirements:

- (a) Financial resources adequate to perform the contract or the ability to obtain those resources;
- (b) Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all of its existing commercial and government contract commitments;
- (c) A satisfactory performance record;
- (d) A satisfactory record of integrity and business ethics;
- (e) A satisfactory record of compliance with the law, including labor and civil rights laws and rules, the First Source Employment Agreement Act of 1984, effective June 29, 1984 (D.C. Law 5-9; D.C. Official Code §§ 2-219.01 *et seq.*), the Small and Certified Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Official Code §§ 2-218.01 *et seq.*), licensing, and tax laws;

- (f) The necessary organization, experience, accounting, operational control, and technical skills, or the ability to obtain them;
- (g) The necessary production equipment, construction equipment, technical equipment, and facilities, or the ability to obtain them;
- (h) Has not exhibited a pattern of overcharging the District;
- (i) Does not have an outstanding debt with the District or the federal government in a delinquent status of more than the greater of one thousand dollars (\$1,000) or one percent (1%) of the contract value, up to twenty-five thousand dollars (\$25,000); and
- (j) Is qualified and eligible to receive an award under applicable laws and regulations.
- (k) Accountable for determining the responsibility of prospective subcontractors through written evidence.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal Webinar conference will be held at **11:00 a.m. on February 2, 2023** via the Districts’ Cisco Webex platform. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the webinar conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors regarding the solicitation document as well as to clarify the contents of the solicitation. Attending offerors ***must*** pre-register to attend the conference so that their attendance can be properly recorded.

Event Registration:

Potential Offerors shall pre-register to attend the pre-proposal Web-x Conference <https://dcnet.webex.com/weblink/register/af3cf5fb96836ce1af63132f9ec963645>

Event link:

<https://dcnet.webex.com/dcnet/j.php?MTID=md34e565fbde91955506f11ca5d6d0762>

Event No.: 2301 725 0981
Event Password: ppMPcAKA855 *Case Sensitive*
Join by Phone: +1-202-860-2110 United States Toll (Washington DC)
 1-650-479-3208 Call-in number (US/Canada)
Access Code: 2301 725 0981

L.18.1 If the Webinar has not started yet, you will be placed in a queue until the host starts the webcast. If you join the call after it has started, the system will automatically join you to the call; an audible beep will come over the line to indicate a new participant has joined. To exit the Webinar, simply hang up and or exit.

L.18.2 Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.19 *RESERVED [Intentionally Omitted]*

L.20 **KEY PERSONNEL**

L.20.1 The District considers the following positions to be key personnel for this contract:

1. Lead Consultant
2. Senior Consultant
3. Associate Consultant
4. Research and Analyst Consultant

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

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract will be awarded to the responsive and responsible offeror(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.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good”

for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

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

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

These factors consider the Offeror’s experience of technical approach, team member technical expertise, and relevant past experience used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance. The Offerors are expected to review and understand the specifications of the project; the Offeror’s response to the factors should address the specific requirements on the proposals.

<u>Technical Evaluation Factors</u>	<u>Points</u>
Factor A: Technical Approach	30
Factor B: Team Member Technical Expertise	25
Factor C: Relevant Past Experience	25
Total Maximum Technical Points	80

M.3.1.1 Factor A: Technical Approach (30 points)

M.3.1.1a The District desires that the Offeror have a complete and thorough understanding of the required services, applicable District and federal laws, and the District’s requirements. Offerors will be evaluated based on the degree of the Offeror’s demonstrated knowledge and understanding of the District's requirements and the Offeror's approach to delivering the required services in an efficient, professional management. The Offeror will be evaluated based on the following:

- a. The Offeror's proposal shall demonstrate an in-depth understanding of the required services and make evident their ability to provide them. The Offeror's proposal shall exhibit an understanding of the strategic consulting needs and shall describe approach for execution.

- b. The Offeror shall demonstrate their understanding of challenges, past or foreseen, with meeting the requirements. The Offeror shall detail their capacity to adapt and adjust project schedules, provide additional resources necessary to meet project deadlines, and describe the system/approach used to manage the schedule, cost, quality assessment, and quality construct for consulting services.

M.3.1.2 Factor B: Team Member Technical Expertise (25 points)

M.3.1.2a The Project team shall include key personnel, specialized expertise, and support staff demonstrating knowledge of the requirements outlined in the solicitation.

M.3.1.2b The Offeror will be evaluated on demonstrating a clear and logical organizational structure for project staff that fulfills all required roles and their proposed level of involvement. The project team shall include the Key Personnel described in the solicitation.

M.3.1.2c The Offeror's project team and individual team members will be evaluated based upon the qualifications, expertise, professional, and educational background presented and deemed advantageous to perform the work. The Offeror project team and individual team members will be evaluated by the qualification of the key personnel described in the solicitation.

M.3.1.3 Factor C: Relevant Past Experience (25 points)

M.3.1.3a The District desires to engage a Contractor(s) with the experience necessary to perform the required services successfully. Offerors will be evaluated based on how relevant the Offeror's specialized expertise and technical competence are on projects similar in size and scope (within the last five (5) years) to those described in the solicitation. The Offeror will be evaluated on the quality of the projects, adherence to schedule and budget, any evaluation provided, and presentation of the project examples. This evaluation factor considers at a minimum three (3) (and at least one (1) outside of DGS) relevant project examples required in response to the solicitation and will be evaluated based on the following:

- a. Experience in providing strategic consulting services, project management, and communication and supporting management decisions, as demonstrated by past projects within the last five (5) years.
- b. Experience executing organizational goals, including analysis and presentations demonstrated by relevant past projects within the last five (5) years.
- c. Offeror shall submit Past Performance Evaluation Forms (**Attachment G**) provided by past clients who can document the offeror's ability to provide services specified in this RFP. Each reference shall be from a client for whom the Offeror has provided services within five (5) years.

M.3.2 PRICE CRITERION (20 Maximum Price Points)

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

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times \text{weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

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

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

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

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

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

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

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

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

M.5.2 **Maximum Preference Awarded**

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

M.5.2.1 The Offeror shall only receive preference points that their certified business enterprise is eligible to receive at the date and time of the proposal due date. Should an Offeror receive additional points after the proposal due date, the additional points will not be considered.

M.5.3 **Preferences for Certified Joint Ventures** – *RESERVED [Intentionally Omitted]*

M.5.4 **Verification of Offeror’s Certification as a Certified Business Enterprise**

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the Offeror’s certification with DSLBD, and the Offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the Department if payment is made within the discount period specified by the Offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the Department, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Department's check.