

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 INTRODUCTION

- B.1.1 The District of Columbia Office of Contracting and Procurement, on behalf of the Office of the Chief Operating Officer (OCOO), Warehouse & Logistical Operations (District) is seeking one or more (Multiple) contractor(s) to provide Moving, Warehouse and Logistical Support as outlined in various parts of this solicitation and the Statement of Work (SOW).
- B.1.2 These contracts are for full logistical support services for Modernizations, Moves, Emergency Support, School Opening Support, School Closing Support, and any other tasks as the needs arise, starting from the date of award through the completion of the contracts.
- B.1.3 The offerors shall provide all labor, personnel, equipment, materials, supplies, and supervision as requested, to perform activities and tasks that comprise the full operation of DCPS Warehouse and Logistical Operations. This includes but is not limited to all tasks required in this IFB and related attachments.

B.2 CONTRACT TYPE/SET ASIDE MARKET

Designation of Solicitation for the Small Business Set Aside Market Only

This solicitation (IFB) is being issued in the Set-Aside Market. Only companies that are certified by the District of Columbia Department of Small and Local Business Development may participate in this procurement.

- B.2.1 The District may award more than one Indefinite Delivery Indefinite Quantities (IDIQ), Requirements Contract with the Time and Material (T&M), and Labor Hours (LH) CLINs in accordance with the DCMR Chapter 24.
- B.2.2 The LH fixed hourly rate shall include all direct and indirect costs, profit, and ancillary items needed to complete the job/service (i.e., labor, wages, overhead, administrative expenses, tools, materials, parking, etc.)
- B.2.3 The contract(s) will be awarded to the responsive and responsible offeror(s) whose offer(s) will be the most advantageous to the DCPS, price and other (non-price) factors considered and pursuant to the Request for the Proposal GAGA-2024-I-0022.

B.3 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, 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 quantity of See Section B Price

Schedule (B.4.1.1 Base-Year through B.4.1.5 Option Year Four). The district will order at least the minimum quantity of See Section B Price Schedule (B.4.1.1 Base-Year thru B.4.1.5 Option Year Four).

- b) 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.
- c) 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 after September 30, 2028.

B.4 PRICE SCHEDULE/COST SCHEDULE—IDIQ Requirement contract with the Time and Material (T&M)/Labor Hour (LH)

B.4.1 Price Schedule B.4.1.1 Base Year Date of Award thru September 30, 2024

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit (hour) | Quantity Minimum | Minimum Total Price (Unit price x minimum quantity) | Quantity Maximum not to exceed the amount on PO. | Maximum Total Price (Unit price x Maximum quantity) |
|--------------------------------------|-------------------------|------------------------------|-------------------------|--|---|--|
| 0001 | Supervisor | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |
| 0002 | Driver | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |
| 0003 | Laborer | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |
| 0004 | Furniture Installer | \$ _____ | 1 | \$ _____ | 300 | \$ _____ |
| 0005 | Warehouseman | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |
| Subtotal | Labor Hours | | 0 | \$ _____ | 8620 | \$ _____ |
| CLIN | DESCRIPTION | DAILY RATE | Quantity Minimum | Minimum Total Price | Quantity Maximum | Maximum Total Price |
| 0006 | Cargo Van | \$ _____ | 1 | \$ _____ | 85 | \$ _____ |
| 0007 | Large Truck (26ft) | \$ _____ | 1 | \$ _____ | 130 | \$ _____ |
| 0008 | Large Truck (24ft) | \$ _____ | 1 | \$ _____ | 250 | \$ _____ |

| | | | | | | |
|--------------------------------|------------------|---------|----------------|----------------|----------------|----------------|
| 0008 | 15 Passenger van | \$_____ | 1 | \$_____ | 10 | |
| Subtotal | Trucks | | | \$_____ | | \$_____ |
| Grand Total for B.4.1.1 | \$_____ | | \$_____ | | \$_____ | |

B.4.1.2 Option Year One

October 01, 2024, thru September 30, 2025

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit (hour) | Quantity Minimum | Minimum Total Price (Not to exceed amount on PO.) | Quantity Maximum (Not to exceed amount on PO.) | Maximum Total Price (Not to exceed amount on PO.) | Maximum Total Price (Not to exceed amount on PO.) |
|--------------------------------------|-------------------------|------------------------------|-------------------------|--|---|--|--|
| 0001 | Supervisor | \$_____ | 1 | \$_____ | 2080 | \$_____ | \$_____ |
| 0002 | Driver | \$_____ | 1 | \$_____ | 2080 | \$_____ | \$_____ |
| 0003 | Laborer | \$_____ | 1 | \$_____ | 2080 | \$_____ | \$_____ |
| 0004 | Furniture Installer | \$_____ | 1 | \$_____ | 100 | \$_____ | \$_____ |
| 0005 | Warehouseman | \$_____ | 1 | \$_____ | 2080 | \$_____ | \$_____ |
| Subtotal | Labor Hours | | | \$_____ | 8620 | \$_____ | \$_____ |
| CLIN | DESCRIPTION | DAILY RATE | Quantity Minimum | Minimum Total Price | Quantity Maximum | Maximum Total Price | Maximum Total Price |
| 0006 | Cargo Van | \$_____ | 1 | \$_____ | 20 | \$_____ | \$_____ |
| 0007 | Large Truck (26ft) | \$_____ | 1 | \$_____ | 50 | \$_____ | \$_____ |
| 0008 | Large Truck (24ft) | \$_____ | 1 | \$_____ | 50 | \$_____ | \$_____ |
| 0009 | 15 Passenger van | \$_____ | 1 | \$_____ | 10 | \$_____ | \$_____ |
| Grand Total for B.4.1.2 | \$_____ | | \$_____ | | \$_____ | | |

B.4.1.3 Option Year Two

October 01, 2025, thru September 30, 2026

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit (hour) | Quantity Minimum | Minimum Total Price (Unit price x minimum quantity) | Quantity Maximum | Maximum Total Price (Unit price x Maximum quantity) |
|--------------------------------------|-------------------------|------------------------------|-------------------------|--|-------------------------|--|
| 2001 | Supervisor | \$_____ | 1 | \$_____ | 2080 | \$_____ |
| 2002 | Driver | \$_____ | 1 | \$_____ | 2080 | \$_____ |
| 2003 | Laborer | \$_____ | 1 | \$_____ | 2080 | \$_____ |
| 2004 | Furniture Installer | \$_____ | 1 | \$_____ | 100 | \$_____ |
| 2005 | Warehouseman | \$_____ | 1 | \$_____ | 2080 | \$_____ |
| Subtotal | Labor Hours | | | \$_____ | | \$_____ |
| CLIN | DESCRIPTION | DAILY RATE | Quantity Minimum | Minimum Total Price | Quantity Maximum | Maximum Total Price |
| 2006 | Cargo Van | \$_____ | 1 | \$_____ | 20 | \$_____ |
| 2007 | Large Truck (26ft) | \$_____ | 1 | \$_____ | 50 | \$_____ |
| 2008 | Large Truck (24ft) | \$_____ | 1 | \$_____ | 50 | \$_____ |
| 2009 | 15 Passenger van | \$_____ | 1 | \$_____ | 10 | \$_____ |
| Subtotal | Trucks | | | \$_____ | | \$_____ |

B.4.1.4 Option Year Three

October 01, 2026, thru September 30, 2027

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit (hour) | Quantity Minimum | Minimum Total Price (Unit price x minimum quantity) | Quantity Maximum | Maximum Total Price (Unit price x Maximum quantity) |
|--------------------------------------|-------------------------|------------------------------|-------------------------|--|-------------------------|--|
|--------------------------------------|-------------------------|------------------------------|-------------------------|--|-------------------------|--|

| | | | | | | |
|--|--|-------------------|-----------------------------|------------------------------------|-----------------------------|--------------------------------|
| 3001 | Supervisor | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |
| 3002 | Driver | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |
| 3003 | Laborer | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |
| 3004 | Furniture Installer | \$ _____ | 1 | \$ _____ | 100 | \$ _____ |
| 3005 | Warehouseman | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |
| Subtotal | Labor Hours | | | \$ _____ | | \$ _____ |
| CLIN | DESCRIPTION | DAILY RATE | Quantity Minimum | Minimum Total Price | Quantity Maximum | Maximum Total Price |
| 3006 | Cargo Van | \$ _____ | 1 | \$ _____ | 20 | \$ _____ |
| 3007 | Large Truck (26ft) | \$ _____ | 1 | \$ _____ | 50 | \$ _____ |
| 3008 | Large Truck (24ft) | \$ _____ | 1 | \$ _____ | 50 | \$ _____ |
| 3009 | 15 Passenger van | | 1 | \$ _____ | 10 | \$ _____ |
| Subtotal | Trucks | | | \$ _____ | | \$ _____ |
| CLIN 3010 | Description (FFP CLINs) | | | | | |
| Grand Total for B.4.1.4 | \$ _____ | | \$ _____ | | \$ _____ | |

B.4.1.5 Option Year Four October 01, 2027, thru September 30, 2028

| Contract Line Item No. (CLIN) | Item Description | Price Per Unit (hour) | Quantity Minimum | Minimum Total Price (Unit price x minimum quantity) | Quantity Maximum | Maximum Total Price (Unit price x Maximum quantity) |
|--|-----------------------------|----------------------------------|-----------------------------|--|-----------------------------|--|
| 4001 | Supervisor | \$ _____ | 1 | \$ _____ | 2080 | \$ _____ |

| | | | | | | |
|--|------------------------|-------------------|-----------------------------|------------------------------------|-----------------------------|--------------------------------|
| 4002 | Driver | \$_____ | 1 | \$_____ | 2080 | \$_____ |
| 4003 | Laborer | \$_____ | 1 | \$_____ | 2080 | \$_____ |
| 4004 | Furniture Installer | \$_____ | 1 | \$_____ | 100 | \$_____ |
| 4005 | Warehouseman | \$_____ | 1 | \$_____ | 2080 | \$_____ |
| Subtotal | Labor Hours | | | \$_____ | | \$_____ |
| CLIN | DESCRIPTION | DAILY RATE | Quantity Minimum | Minimum Total Price | Quantity Maximum | Maximum Total Price |
| 4006 | Cargo Van | \$_____ | 1 | \$_____ | 20 | \$_____ |
| 4007 | Large Truck (26ft) | \$_____ | 1 | \$_____ | 50 | \$_____ |
| 4008 | Large Truck (24ft) | \$_____ | 1 | \$_____ | 50 | \$_____ |
| Subtotal | Trucks | | | \$_____ | | \$_____ |
| Grand Total for B.4.1.5 | \$_____ | | \$_____ | | \$_____ | |

B.4.1.6 CONTRACT GRAND TOTAL

| Number | Period of Performance (POP) | Price |
|---------------|------------------------------------|--------------|
| 01 | Total Base Year | \$ |
| 02 | Total Option Year One | \$ |
| 03 | Total Option Year Two | \$ |
| 04 | Total Option Year Three | \$ |
| 05 | Total Option Year Four | \$ |

| | | |
|-----------|------------------------------------|----|
| 06 | GRAND TOTAL – NOT TO EXCEED | \$ |
|-----------|------------------------------------|----|

B.5 SUBCONTRACTING REQUIREMENTS

- B.5.1 Any non-Certified Business Enterprise (CBE) bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Offerors responding to this IFB shall be deemed non-responsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law.
- B.5.2 For contracts more than \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.9.1.
- B.5.3 A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

GENERAL PROVISIONS

This chapter is promulgated pursuant to the Small and Certified Business Enterprise Development and Assistance Act of 2005 (Act), effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01 *et seq.*).

APPLICATION FOR CERTIFIED BUSINESS ENTERPRISE STATUS

An applicant for certification with the Department shall submit, via the Department’s website or as otherwise directed by the Department, a completed application that is signed and sworn to by the applicant, setting forth the basis for certification as a certified business enterprise (“CBE”), accompanied by documentation requested by the Department.

An applicant for certification shall also submit the following documentation:

- (a) Business documentation, including business licenses or authorization to operate in the District, by-laws, operating agreements, certificates of clean hands and good standing, partnership agreements, joint venture agreements, and tax returns;

Copies of current financial or operating statements, including balance sheets, income statements, statements of retained earnings, and statements of cash flows, all of which must be current up to the ninety (90)-day period prior to the application date, along with federal and District of Columbia and applicable state tax returns, including all forms, schedules, worksheets and statements filed with the Internal Revenue Service, the District of Columbia and applicable states, for the three most recent years;

- (b) Type, quantity, and location of equipment owned, and equipment which has been transferred or donated, including the supporting documents of these transfer or donation transactions, if

applicable;

- (c) Lease or ownership information for every location at which the applicant maintains an office as well as any space that the applicant has leased or purchased in the District relating to the business including, but not limited to, a warehouse, storage space, storage lots, and land;
- (d) A list of all employees, including name, title, home address, and the office to which each employee reports; and
- (e) Any other documentation the Department may require.

An applicant may also be required to demonstrate compliance with the requirements of the Act, this chapter, and other laws of the District of Columbia. In furtherance of such demonstration, the applicant shall:

- (f) Permit the Department to enter and conduct an on-site inspection of the applicant's business premises and any affiliated locations;
- (g) Provide the Department, during the on-site inspection, with immediate access to any records or area of the premises that the Department deems necessary to review to determine whether the applicant is in compliance with the Act and these regulations; and
- (h) Provide any other information the Department deems necessary to demonstrate compliance with the Act and these regulations.

An applicant currently certified as a CBE seeking to update their CBE certificate shall submit, via the Department's website or as otherwise directed by the Department, a complete application of changes requested that is signed and sworn to by the applicant and shall provide additional information and/or documentation required by the Act and this chapter, and any other information requested by the Department.

An applicant may withdraw an application submitted for certification, except that:

- (i) An applicant that withdraws an application may not file another application for thirty (30) days from the date of withdrawal; and
- (j) An applicant may not withdraw an application after the Department notifies the applicant that the Department intends to deny the application.

If the Department determines that the application submitted for certification is incomplete, the application shall be deemed deficient, and returned to the applicant until the applicant cures the deficiencies and resubmits the application.

LOCAL BUSINESS ENTERPRISE REQUIREMENTS

An applicant for certification as a local business enterprise must demonstrate, *inter alia*, that the

principal office of the business enterprise is located in the District of Columbia. To be considered the principal office:

- (k) The space must be a dedicated suite, office, or desk that the applicant owns, or that the applicant leases for a minimum of twelve (12) months;
- (l) To the extent that the space is an office space that the applicant shares with other businesses:
 - (1) There must be a clear separation between the businesses;
 - (2) The applicant must have a dedicated office or desk for exclusive use of the business seeking certification;
 - (3) Assets and business functions of the business shall not be commingled with other businesses; and
 - (4) The lease or addendum to the membership agreement must identify the desk or office number the applicant is occupying; and
- (m) Legal documents, and if applicable, the website, insignia, signs, printed material, business cards, and letterhead where the principal office or headquarters is identified, must indicate that the office, located in the District of Columbia, is the applicant's principal office.

In determining the principal office for the business enterprise, the Department may also consider:

- (n) The totality of the business activities in which routine and essential business functions occur such as the following:
 - (1) Bookkeeping and other recordkeeping;
 - (2) Payroll maintenance;
 - (3) Receipt of business telephone calls;
 - (4) Receipt of correspondence and bills;
 - (5) Storing of books and records; and
 - (6) Directing, controlling and coordinating activities and policies by officers, principals and managers; and
- (o) The number of vehicles owned by the applicant that are registered in jurisdictions outside of the District of Columbia in comparison to the number of such vehicles registered in the District of Columbia. The Department reserves the right to request copies of the vehicle registrations for all company-owned vehicles.

(a) An applicant for certification as a local business enterprise must also demonstrate that its chief executive officer and the highest-level managerial employees perform their managerial functions in their principal office located in the District.

(b) The principal office in the District must be a dedicated space with size and functionality that enables the chief executive officer and highest-level managerial employees to perform their managerial functions.

The Department will rely on an applicant's filed District and federal taxes, among other things, to calculate the applicant's gross receipts and to determine whether the applicant meets the requirements of Section 2331(2A)(C) and (D) of the Act (D.C. Official Code § 2-218.31(2A)(C) and (D)).

(p) Pursuant to Section 2331(2A)(C) of the Act (D.C. Official Code § 2-218.31(2A)(C)), in determining whether the applicant has more than fifty percent (50%) of the assets of the business enterprise located in the District, the Department will consider:

(1) The location of fixed assets, including property, plant, and equipment, and exclude bank accounts, accounts receivable, and intangible assets, such as goodwill, patents, copyrights, or trademarks; and

(2) The number of vehicles owned by the applicant and used for the business enterprise that are registered in jurisdictions inside and outside of the District of Columbia.

(q) The Department will evaluate whether the applicant meets the local business enterprise category pursuant to Section 2331(2A)(C) of the Act (D.C. Official Code § 2-218.31(2A)(C)) by relying on the following:

(1) The applicant's detailed list of fixed assets in the District to include:

(A) Type, quantity, location and value of equipment owned;

(B) Real estate properties and corresponding recent property tax bills; and

(C) List of vehicles, year, make and model and Kelley Blue Book[®] values;

(2) The Department's site visit(s) to verify fixed assets located in the District; and

(3) The Department may require an audited or certified financial statement by an independent auditor that attests to the statement's compliance with generally accepted accounting principles.

SMALL BUSINESS ENTERPRISE; ADDITIONAL REQUIREMENTS

Pursuant to Section 2332(a)(3)(B) of the Act (D.C. Official Code § 2-218.32(a)(3)(B)), an applicant seeking certification as a small business enterprise ("SBE") shall, in addition to satisfying other

requirements of the Act, demonstrate to the Department that the business enterprise has had averaged annualized gross receipts for the three (3) years preceding certification not exceeding the following limits:

| | | |
|---|---------------|---------------|
| Construction, Heavy (Street and Highways, Bridges, etc.) | \$23 million | |
| Construction, Building (General Construction, etc.) | \$21 million | |
| Construction, Specialty Trades | \$13 million | |
| Goods and Equipment | \$20 million | |
| General Services | \$19 million | |
| Professional Services, Personal Services (Hotel, Beauty, Laundry, etc.) | \$5 million | |
| Professional Services, Business Services | \$10 million | |
| Professional Services, Health and Legal Services | \$10 million | Professional |
| Services, Health Facilities Management | \$19 million | Manufacturing |
| Services | \$10 million | |
| Transportation and Hauling Services | \$13 million | |
| Financial Institutions | \$300 million | |

DISADVANTAGED BUSINESS ENTERPRISE; ADDITIONAL REQUIREMENTS

An applicant seeking certification as a disadvantaged business enterprise ("DBE") shall demonstrate to the Department that the individuals representing more than fifty percent (50%) of those who own, operate, and control the business enterprise are:

- (r) Socially disadvantaged because those individuals have reason to believe that they have faced instances of prejudice or bias without regard to their qualities as individuals due to their identity as members of a group, as evidenced by documentation that the individuals seeking socially disadvantaged status as members of a group hold themselves out as members of that group; and
- (s) Economically disadvantaged because of diminished opportunities (specifically, lack of access to credit and capital as compared to others in the same line of business) related to their status as socially disadvantaged as described in paragraph (a) of this subsection, that have precluded these individuals from successfully competing in the open marketplace, as evidenced by documentation of the following:
 - (1) The personal financial statement of the individuals seeking economically disadvantaged status; and
 - (2) The financial condition of the individuals or of business enterprises the individuals own or operate.

An individual seeking DBE certification for a business enterprise shall provide the Department with a narrative describing how the owner or owners of more than fifty percent (50%) of the business enterprise are socially and economically disadvantaged as described in this section. The individual may also

provide the Department with the personal financial statement of the owner or owners claiming to be economically disadvantaged, demonstrating that the personal net worth of each owner, excluding the value of his or her primary residence and the value of his or her ownership interest in the certified business enterprise (“CBE”), is less than one million dollars (\$ 1 million).

An individual seeking DBE certification pursuant to Section 2333(b) of the Act (D.C. Official Code § 2-218.33(b)) for a business enterprise must demonstrate that the business enterprise’s annualized gross receipts for the tax year prior to seeking certification do not exceed the limits enumerated in § 803.1, as evidenced by District and federal tax returns filed.

RESIDENT-OWNED BUSINESS ENTERPRISE; ADDITIONAL REQUIREMENTS

An applicant requesting certification as a resident-owned business enterprise must provide proof of residency, including federal and District of Columbia personal income tax returns solely in the District; a deed, mortgage, or lease for his or her primary residence; a District of Columbia driver's license or identification card; and recent utility bills listing the applicant associated with the residence or the applicant’s current voter registration listing the District of Columbia address. The Department may use other information to corroborate or disprove claims of residency.

[RESERVED]

DEPARTMENT PROCESS FOR CERTIFIED BUSINESS ENTERPRISE STATUS

Upon receipt of an application for certification as a certified business enterprise (“CBE”), the Department will conduct a preliminary review of the submission for compliance with the requirements of the Act and this chapter and take one of the following actions:

- (t) If the application is complete, it will be accepted for review by the Department; or
- (u) If the application is incomplete or lacks the required verification, the Department shall notify the applicant of the need for additional actions or materials in order for the application to be accepted for review.

The Department may conduct site inspections and hold interviews or discussion with an applicant or applicant's representative(s) as part of the review process.

In addition to the information supplied in the application and documents accompanying the application, the Department may require an applicant to supply or provide access to additional information and documents relevant to the Department's investigation and determination of the applicant's eligibility as a CBE.

While the application is under review by the Department, an applicant shall report to the Department any material change as defined by the Act, and any other change that may affect the eligibility for certification of the applicant, within five (5) days of the change.

- (a) Upon completion of the Department's review of an application for certification, the Department

shall determine the eligibility of the applicant and advise the applicant in writing of the determination regarding its application.

- (b) The Department shall deny an application if the applicant fails to demonstrate eligibility for certification.

SCOPE AND TERM OF CERTIFICATE OF REGISTRATION

A certificate issued to a certified business enterprise (“CBE”) shall:

- (v) Authorize the CBE to receive the benefits as outlined in the Act and this chapter on all applicable District government solicitations; and
- (w) Be effective for a period of three (3) years from the date of issuance, provided that the CBE remains in compliance with the Act and this chapter.

APPLICATION FOR JOINT VENTURES

An applicant for certification as a joint venture shall:

- (x) Submit a complete application, as prescribed by the Department, no later than fifteen (15) business days before the solicitation closes;
- (y) Submit an executed copy of the applicant's joint venture agreement which must:
 - (1) Specify in reasonable detail the purpose of the joint venture, including the specific procurement, solicitation, or project the applicant wishes to be certified to perform;
 - (2) Identify the parties to the joint venture and define their respective obligations, rights, and responsibilities, including the management structure, control of the joint venture, financial contributions, bonding requirements, service and labor contributions, revenue or fees for services or labor, and distribution of profits;
 - (3) Demonstrate that one of the joint venture members is a certified business enterprise (“CBE”) or an applicant for CBE certification;
 - (4) Provide for the establishment and administration of a separate bank account in the name of the joint venture into which all funds received will be deposited and through which all expenses will be paid, and which requires all withdrawals and deposits to be approved by the CBE member of the joint venture management committee;
 - (5) Contain an itemized description of all major equipment, facilities, and other resources to be furnished by each participant in the joint venture with a detailed schedule of costs;
 - (6) Contain a provision indicating that the CBE's interest in the joint venture shall not be reduced or diluted;

- (7) Contain a provision indicating that the CBE's financial risk is commensurate with its percentage interest in the joint venture;
 - (8) Contain a provision indicating that the joint venture agreement is the controlling agreement between the parties regarding interest, ownership, control, responsibilities, duties, and functions of the parties and the joint venture agreement shall prevail if there is any conflict between the joint venture agreement and any other agreement between the parties;
 - (9) Contain a provision that all other agreements between the joint venture parties, concerning the joint venture and the joint venture seeking certification, has been provided to the Department;
 - (10) Specify the responsibilities of the parties in at least the areas of negotiations with the owners, subcontract negotiation, contract, and subcontract performance; and
 - (11) Indicate that the CBE shall perform services of the joint venture, receive profits of the joint venture, provide labor hours required of the joint venture, and perform other work for the joint venture as approved by the Department that is at a minimum equal to its percentage of ownership interest in the joint venture.
- (z) Submit additional information that must:
- (1) Inform the Department of whether the CBE has relinquished its ownership interest in any joint venture within the one (1)-year period prior to the application date; and
 - (2) Demonstrate that each participant in the joint venture has the competence and expertise necessary to perform the type of work in connection with which the joint venture wishes to be certified.
- (aa) Submit all other agreements between the parties regarding the operations of the joint venture;
 - (bb) Submit the most current audited or certified financial statement for the non-CBE participant by an independent auditor that attests to the statement's compliance with generally accepted accounting principles.
 - (cc) Submit its certified payroll upon request;
 - (dd) Submit, if applicable, its bonding limit and the name of its bonding company; and
 - (ee) Permit the Department to enter and conduct an onsite inspection or re- inspection of the proposed joint venture's business premises.

An application for joint venture certification may be submitted to and reviewed by the Department

simultaneously with an application for certification of one or more of the individual members as a CBE.

Unless a joint venture's certification is revoked or relinquished pursuant to the Act and this chapter, a certified joint venture will retain its certification for the duration of the contract awarded through the solicitation for which it was certified, including any extension of the contract.

The Department shall deny certification of any joint venture whose joint venture agreement lacks any of the provisions in § 809.1.

The joint venture shall make its records available to the Department at any time deemed necessary by the Department.

Upon receipt of an application for certification as a joint venture, the Department will follow the process outlined in § 807.

If the joint venture, having the same participants and structure, has been certified by the Department on a previous government-assisted project within the last calendar year, and submits a complete application at least seven (7) business days before the solicitation closes, the Department will make an expedited determination, provided that:

- (ff) If the application is incomplete or lacks the required documentation and verification, the Department shall notify the joint venture that additional actions or materials are needed in order to complete the application; and
- (gg) Within three (3) calendar days of any notification from the Department requesting additional actions or materials under paragraph (a) of this subsection, the joint venture shall complete any requested actions and provide any requested materials.

Section 801.5(a) of this chapter shall not apply to applications for joint venture certifications.

REPORTING REQUIREMENTS FOR JOINT VENTURES

The joint venture shall notify the Department within five (5) days of the award of the contract whether the joint venture was awarded the contract.

The joint venture shall notify the Department within five (5) days of the solicitation being withdrawn or cancelled.

A joint venture shall submit to the Department quarterly reports showing all income and contract and subcontract receipts, all expenses (including fees for services and labor, salaries of the joint venture principals, and distribution of profits) no later than sixty (60) days after the end of each operating quarter of the calendar year.

A joint venture shall submit to the Department the information contained in § 810.3 for the final quarter and a project-end income statement no later than forty- five (45) days after

completion of the contract with a statement of final profit distribution.

Information provided under §§ 810.3 and 810.4 could be commercial or financial information which, if disclosed, could result in substantial harm to the competitive position of the provider of the information and, accordingly, may be exempt from disclosure under Section 204(a)(1) of the District of Columbia Administrative Procedure Act, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code § 2-534(a)(1)).

BID AND PROPOSAL PREFERENCES FOR JOINT VENTURE

If the Department determines that a certified business enterprise (“CBE”) owns a majority interest in the joint venture, the Department shall assign bid and proposal preferences, as provided in Section 2339a(h) of the Act (D.C. Official Code § 2- 218.39a(h)), upon certification of the joint venture.

If the Department determines that a CBE owns a minority interest in the joint venture, the Department shall assign bid and proposal preferences if the percentage of ownership of the CBE(s) in the joint venture is as follows:

- (hh) Greater than or equal to thirty-five percent (35%) and less than or equal to fifty percent (50%), the joint venture shall receive up to four (4) preferences;
- (ii) Greater than or equal to twenty percent (20%) and less than thirty-five percent (35%), the joint venture shall receive up to two (2) preferences; or
- (jj) Less than twenty percent (20%), the joint venture shall receive zero (0) preferences.

Notwithstanding Subsection 811.2, and pursuant to Section 2339a(h)(2) of the Act (D.C. Official Code § 2-218.39a(h)(2)), in no event shall the preference exceed fifty percent (50%) of the preference that would otherwise be applicable to the CBE joint venture partner.

[RESERVED]

COMPLIANCE REVIEW AND ENFORCEMENT

The Department may conduct periodic compliance reviews of certified business enterprises (“CBEs”), certified joint ventures, and beneficiaries to confirm ongoing compliance with the requirements of the Act and this chapter, including continuing certification eligibility and confirmation that CBEs are performing a commercially useful function.

In conducting a compliance review, the Department may perform spot checks and site visits, review documents, take photographs, and interview witnesses.

If, through a compliance review, the Department finds that a beneficiary, certified business enterprise (“CBE”), or certified joint venture has not complied with the Act and this chapter, the Department shall issue a notice which shall specify:

- (kk) The nature of the non-compliance;
- (ll) The corrective action that must be taken; and either
- (mm) The date by which the deficiencies must be corrected; or
- (nn) The Department's intent to issue a fine and/or revoke CBE certification in accordance with the Act and this chapter if the Department determines the deficiencies cannot be corrected.

In the event that a CBE or certified joint venture fails to take corrective action within the timeframe specified in the notice, the Department may issue a notice to revoke the certification. The Department may also issue a fine to the CBE or certified joint venture in accordance with Section 2363 of the Act (D.C. Official Code § 2-218.63).

As part of confirming compliance, CBE subcontractors must cooperate with beneficiaries in the preparation of Quarterly Reports by submitting notarized/electronic Vendor Verification Forms (VVF's) confirming receipt of payment; and must immediately notify the Department in writing if there is reason to suspect a breach of the subcontracting plan.

The Department shall issue and serve on the beneficiary, CBE, or joint venture alleged to have committed a violation a written notice of violation, which shall explain the violation and related penalties, as well as procedures for seeking reconsideration and appeal.

Within twenty (20) days of receiving a notice of violation of Sections 2346 or 2348 of the Act, a respondent may submit a Request for Reconsideration, including any additional information that justifies modifying or rescinding the notice. Requests for Reconsideration received by the Department after twenty (20) days will not be considered. If, following receipt of the Department's response to the Request for Reconsideration, the Respondent disagrees with the Department's decision, the Respondent may submit a written appeal to the Office of Administrative Hearings, within twenty (20) days of receipt, pursuant to instructions included in the Notice.

Upon a finding that a CBE, certified joint venture, or beneficiary has engaged in conduct in violation of Section 2363(a)(3) of the Act (D.C. Official Code § 2-218.63(a)(3)), the Department may refer the matter to the Attorney General for the District of Columbia for civil action, and shall refer the matter to the Office of Contracting and Procurement ("OCP") for investigation and possible debarment, as well as a possible determination that the CBE, joint venture, or beneficiary shall be ineligible to be considered for government-assisted project with the District government for up to five (5) years.

COMPLAINT PROCEDURE AND DEPARTMENT INTERNAL HEARING

Any person may file a complaint with the Department, pursuant to Section 2363(e)(1) of the Act (D.C. Official Code § 2-218.63(e)(1)), by submitting to the Department a completed written notarized complaint form, provided by the Department, identifying the nature of the complaint and swearing to the truth of the allegations in the complaint.

The Department shall review the complaint and determine the action to be taken as outlined in the Act and these regulations.

(a) If the Department determines that a complaint is not frivolous or otherwise without merit, it shall investigate the facts surrounding the allegations, including reviewing the file and all paperwork contained therein, interviewing witnesses, or any other reasonable action necessary given the nature of the allegations in the complaint.

(b) Within three (3) months of the filing of the complaint, the Department shall:

- (1) Conduct an internal hearing at a location and time determined by the Department if it does not determine that there was no violation of the Act or these regulations upon completing its investigation; or
- (2) If the Department determines there was no violation of the Act or these regulations upon completing its investigation, to the Department shall notify the complainant and the business entity of that determination.

An internal hearing conducted by the Department conducted pursuant to Subsection 814.3(b)(1):

(oo) Shall be open to the public;

(pp) The complainant and the business entity shall be given notice to attend at least thirty (30) days before the hearing date;

(qq) The complainant shall testify;

(rr) The respondent shall have a right to:

- (1) Be present in person;
- (2) Designate a representative or representatives to appear on their behalf;
- (3) Present oral and documentary evidence;
- (4) Submit rebuttal evidence; and
- (5) Cross-examine opposing witnesses.

(ss) The Department may exclude or order the removal of any participant in an internal hearing who becomes disruptive to the internal hearing process.

The Department shall issue a decision in writing no later than thirty (30) days after the conclusion of the internal hearing.

A decision of the Department that is adverse to a business entity shall contain the following:

- (tt) Findings of fact;
- (uu) Conclusions of law;
- (vv) Final decision; and
- (ww) A statement informing the business entity that pursuant to Section 2363(g) of the Act (D.C. Official Code § 2-218.63(g)), the business entity has a right to file an appeal with the Office of Administrative Hearings (“OAH”) within twenty (20) calendar days after service of the Department’s decision.

The Department shall serve a copy of the decision on the business entity, representative and counsel if any, and the complainant within ten (10) days of the date the Department issues the decision.

Upon appeal of the Department’s decision, the decision of OAH shall be the final administrative decision for judicial review in accordance with Section 2363(g)(3) of the Act (D.C. Official Code § 2-218.63(g)(3)).

GROUND FOR REVOCATION

Upon a finding that a certified business enterprise (“CBE”) or certified joint venture engaged in conduct in violation of Section 2363(a)(2) or (3) of the Act (D.C. Official Code § 2-218.63(a)(2) or (3)), the Department may issue an intent to revoke the certificate of registration for the CBE or certified joint venture under procedures set forth in Section 2363 of the Act.

In considering whether the certificate of registration should be revoked, in addition to any other consideration, the Department shall consider whether any member of the CBE or certified joint venture has been charged or convicted of a crime that bears directly on the fitness of the CBE or certified joint venture to participate in programs established pursuant to the Act and these regulations. The Department’s findings related to offenses bearing on fitness for a CBE licensure are sufficient for a revocation without the disposition of a conviction.

Upon revocation, the Department shall not accept, or evaluate for a period of twelve (12) months from the date the CBE and certified joint venture receives notice of the decision to revoke:

- (xx) Amendments to or new information on the revoked certification; or
- (yy) A new certification application from the CBE and certified joint venture, their agent(s), representative(s), or other members of the public on their behalf.

OPPORTUNITY FOR A HEARING: REVOCATION

If the Department issues an intent to revoke the certification of a certified business enterprise (“CBE”) or certified joint venture, the CBE or certified joint venture may request a hearing before OAH.

The procedures described in this section shall apply to a CBE or certified joint venture when the

Department issues an intent to revoke the certificate of registration. The Department shall give the CBE or certified joint venture written notice of an opportunity for a hearing prior to the revocation of its certificate of

registration. The Department shall serve that intent to revoke notice on the CBE or certified joint venture, and the notice shall include:

- (zz) The intended action;
- (aaa) The basis for the intended action in the Act or this chapter;
- (bbb) A brief summary of the deficiencies or factual allegations in support of the intended action; and
- (ccc) A statement which informs the CBE or certified joint venture that the Department's decision will be final unless, pursuant to Section 2363(g) of the Act (D.C. Official Code § 2-218.63(g)), the CBE or certified joint venture files an appeal with OAH within twenty (20) calendar days after service of the Department's intent to revoke notice.

If a CBE or certified joint venture does not timely appeal to OAH, the Department's intent to revoke action shall be final and the CBE's or certified joint venture's certification shall be revoked.

Pursuant to Section 2363(g) of the Act (D.C. Official Code § 2-218.63(g)), the CBE or certified joint venture may appeal the final revocation action by filing a written appeal with OAH within twenty (20) calendar days after the date on which the Department's revocation is final.

The decision of OAH shall be the final administrative decision for judicial review in accordance with Section 2363(g)(3) of the Act (D.C. Official Code § 2- 218.63(g)(3)).

OPPORTUNITY FOR A HEARING: DENIAL

The procedures described in this section shall apply to an applicant for certification whose certification application has been denied. The Department shall serve written notice of the denial on the applicant, which shall include the following:

- (a) The basis for the denial in the Act or these regulations;
- (b) A brief summary of the deficiencies or factual allegations in support of the denial; and
- (c) A statement which informs the applicant that he or she may appeal the Department's denial of certification by submitting a written request to appeal, pursuant to Section 2363(g) of the Act (D.C. Official Code § 2-218.63(g)), to OAH within twenty (20) days after service of the Department's notice.

The Department shall include in the denial notice the applicant's right to appeal to OAH.

Any decision issued by OAH will be the final administrative decision for the purposes of judicial

review, in accordance with Section 2363(g)(3) of the Act (D.C. Official Code § 2-218.63(g)(3)).

COMPUTATION OF TIME

In computing any period of time specified in this chapter, the day of the act, event, or default shall not be counted, and the last day of the period shall be counted unless it is not a business day, in which event the time period shall continue until the next business day. When the period of time prescribed or allowed is less than 11 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

Where the Department or a respondent to an action pursuant to this chapter has the right or is required to perform some act within a specified period of time, and that act is completed by mail, three (3) days shall be added to the prescribed period.

SERVICE

Documentation that is required by this chapter to be served on an applicant or a respondent shall be served at the last known address of the applicant or respondent on file with the Department, or any representative thereof.

Service shall be to:

- (d) The business enterprise or majority owners or any representative's mailing address as provided on the application or otherwise updated with the Department by:
 - (1) Personal delivery;
 - (2) Use of a process server;
 - (3) Certified or registered mail, return receipt requested; or
- (e) The business enterprise or majority owners or any representative's email address as provided on the application or otherwise updated with the Department. The Department will maintain an email-generated delivery receipt system.

JUDICIAL REVIEW

A party suffering a legal wrong or adversely affected or aggrieved by a final decision of the OAH may seek review of the decision by the District of Columbia Court of Appeals pursuant to Section 19(c)-(e) of the Office of Administrative Hearings Establishment Act of 2001, effective March 6, 2002 (D.C. Law 14-76;

D.C. Official Code § 2-1831.16(c)-(e)).

LIST OF CERTIFIED BUSINESS ENTERPRISES

The Department shall establish and maintain a centralized list of certified business enterprises

(“CBEs”).

The Department's centralized list of CBEs shall set forth the name of each CBE, contact information for each CBE, the CBE's business certification categories (*e.g.*, Small Business Enterprise, Resident Owned Business), and the expiration date of the CBE's registration.

AGENCY EXPENDABLE BUDGETS; SMALL BUSINESS ENTERPRISE EXPENDITURE

No later than one hundred twenty (120) days (June 1st) prior to the beginning of each fiscal year, the Department shall meet and confer with the Office of the Chief Financial Officer (“OCFO”), the Office of Contracting and Procurement (“OCP”), the Office of the City Administrator (“OCA”), and independent agencies regarding the total appropriated budget, comptroller object codes to be excluded from agencies’ expendable budgets, and anticipated requests for special exceptions.

No later than eighty-five (85) days prior to the beginning of each fiscal year, the Department shall review the appropriated budget data received from OCFO and update the list of the comptroller object codes that shall be excluded from the agency's expendable budget.

No later than eighty (80) days prior to the beginning of each fiscal year, each agency shall itemize its total appropriated budget as prescribed by the Department.

- (a) No later than sixty (60) days (August 1st) prior to the beginning of each fiscal year, each agency may request special exceptions not included in the list provided by the Department for exclusion from the amount of the expendable budget for the agency.
- (b) Any requests for special exceptions shall be submitted in a manner prescribed by the Department and must include supporting documentation.

The Department shall approve a special exception requested under Subsection 822.4 if:

- (a) No small business enterprises (“SBEs”) or certified business enterprises (“CBEs”) can provide the required goods or services;
- (b) The expenditure cannot be made to an SBE or CBE because the goods or services are proprietary;
- (c) The line item is not for goods or services;
- (d) There are federal or other restrictions on how the funds may be expended; or
- (e) The goods or services must be provided by an organization not certified by the Department.

Prior to the beginning of each fiscal year, the Department will make a determination on each request for special exception timely submitted by an agency.

Only budget items listed in Section 822.1, and either excluded under 822.2 or approved for exclusion under 822.6, shall be excluded from the agency's expendable budget.

If an agency receives unanticipated funding or funding transferred from another agency, experiences a reduction in funding, or experiences any other change in circumstances that affects its expendable budget, such changes shall be included in the proceeding quarterly updated appropriated budget data provided by OCFO to the Department. Quarterly, each agency shall make any additional special exception requests based on changes to the agency's expendable budget. The Department will process additional special exceptions requested by an agency.

The Department shall inform each agency of the agency's projected expendable budget and its projected goals under Section 2341 of the Act (D.C. Official Code § 2-218.41); and, make available to Council information on each agency's total appropriated budget, exclusions from the agency's total appropriated budget by comptroller object code, list of exclusions in Sections 822.1 and 822.2, approved special exceptions, each agency's expendable budget, and the projected goal for each agency under Section 2341 of the Act.

Pursuant to Section 2341(a-3)(2) of the Act (D.C. Official Code § 2-218.41(a- 3)(2)), each agency shall complete the annual allocation process at least one (1) month prior to the beginning of each fiscal year by submitting in the District Enterprise System (DES) an allocation confirmation that details the following:

- (f) The name of the agency;
- (g) The fiscal year;
- (h) The budget of the agency approved by the Council for the fiscal year;
- (i) The expendable budget of the agency for the fiscal year, as approved by the Department; and
- (j) The agency's projected small business enterprise ("SBE") expenditure goal for the fiscal year.

[RESERVED]

AGENCY SPENDING PLAN

No later than fourteen (14) days prior to the beginning of each fiscal year, each agency shall submit its spending plan as described in Section 824.5 for the fiscal year, in a manner designated by the Department. Spending plans for agencies that contract or procure via the Office of Contracting and Procurement ("OCP") shall be submitted via the Procurement Automated Support System Acquisition Planning Tool.

Failure of an agency to timely submit spending plan for the fiscal year shall be reported to the City Administrator no later than thirty (30) days after the start of the fiscal year; and

A report to the City Administrator under Section 824.2, an agency's failure to report an increase in its agency's set-aside, or the Department's failure to provide an agency allocation letter shall not eliminate the requirement for the agency to submit a spending plan to the Department.

The Department may consider the quarterly reports submitted by the agency for the previous fiscal year in determining the set-aside for the agency.

An agency spending plan shall specifically set forth the following information for the fiscal year covered by the spending plan:

- (k) Contracts or procurements that the agency intends to award, and the source funding for each contract and procurement;
- (l) Contracts or procurements that the agency has set aside for small business enterprises ("SBEs");
- (m) A description of the contract or procurement;
- (n) Whether the contract or procurement is a new or existing contract or procurement;
- (o) The anticipated start and end date for each procurement; and
- (p) Particular dollar amounts relating to the procurements specified in each of the above paragraphs of this subsection.

If an agency cannot include with its spending plan all of the information required by this section, it shall submit with its spending plan a statement and supporting documentation which establishes good cause for the failure, as well as a request for an extension of time for submission of the required information.

If an agency fails to meet the goals set forth in Section 2341 of the Act (D.C. Official Code § 2-218.41), the Department may, pursuant to Section 2352(a) of the Act (D.C. Official Code § 2-218.52(a)), require that a portion of the agency's contracts and procurements be made part of a set-aside program for SBEs.

AGENCY PROGRAM REPORTS

Quarterly reporting periods are as follows: October 1 through December 31, January 1 through March 31, April 1 through June 30, and July 1 through September 30.

An agency shall provide the Department with a quarterly program report, containing information provided by the Office of Contracting and Procurement ("OCP") and the Office of the Chief Financial Officer ("OCFO"), within thirty (30) days after the end of each quarter. Agencies with independent contracting authority shall submit quarterly reports from their financial system. Each quarterly report submitted pursuant to this subsection must:

- (a) Include funding source, vendor name, description of the expenditure, proof of payment, the identities of active SBEs, and the dollar amount; and
- (b) Be submitted within thirty (30) days after the end of each quarter, except in the case of the fourth (4th) quarter report, which shall be submitted along with the annual report.

The Department shall notify the agency in writing of any discrepancies in the agency's quarterly report within fifteen (15) days of its receipt of the report.

If an agency's quarterly report indicates that the agency is not currently meeting its SBE contracting and procuring requirements under Section 2341 of the Act (D.C. Official Code § 2-218.41) and its spending plan, the agency may submit to the Department:

- (q) An explanation for the projected shortfall;
- (r) The specific steps the agency will take to remedy the shortfall, along with supporting documentation; and
- (s) Evidence of compliance with Section 2341(a-2) of the Act.

The Department will reply to an agency's submission in response to a Section 825.3 notification within fifteen (15) days of its receipt of the response. The Department's reply may include recommendations concerning how best to remedy the discrepancies identified in the report, including a scheduled meeting with the OCFO and the Department.

AGENCY SET-ASIDE AND PREFERENCE PROGRAM IMPLEMENTATION

When an entire solicitation has been placed in the small business enterprise ("SBE") set-aside program pursuant to Sections 2344 and 2345 of the Act (D.C. Official Code §§ 2-218.44 and 2-218.45), the solicitation shall:

- (a) State that it is a set-aside for SBE and certified business enterprise ("CBE") offerors under the provisions of the Act; and
- (b) Require that responses include a copy of the certification letter/email issued by the Department.

(a) Once a solicitation has been placed in the SBE set-aside program as required by Sections 2344, 2345 and 2345a of the Act (D.C. Official Code §§ 2-218.44, 2-218.45, and 2-218.45a), the agency shall not remove it from the set-aside program unless:

- (1) There are no SBEs that qualify for the procurement;
- (2) The prices of the bids or proposals from SBEs are 12% or more above the likely price on the open market; or
- (3) The removal is otherwise authorized by law.

- (b) Each solicitation removed from the SBE set-aside program shall be posted on the Department's website.
- (c) Pursuant to Section 2345a of the Act (D.C. Official Code § 2-218.45a), a follow-on and renewable acquisition must obtain the Director's approval to waive the SBE set-aside requirements.

Each agency shall provide to the Department, if requested, the following types of procurement records:

- (c) Small purchase sources;
- (d) Term contracts;
- (e) Blanket purchases orders;
- (f) Repetitive or recurring procurement; and
- (g) GSA Schedule procurement.

If an agency with independent contracting authority, or the Office of Contracting and Procurement ("OCP"), intends to place a solicitation covered under Sections 2344, 2345 and 2345a of the Act (D.C. Official Code §§ 2-218.44, 2-218.45, and 2-218.45a) on the open market, the agency or OCP shall provide a written notice to the Department as soon as practicable that the agency intends to exclude the contract or procurement from its SBE set-aside program. The written notice shall be posted on the Department's website and include, at a minimum, a description of:

- (h) The steps taken to identify SBEs and CBEs that may be able to provide the goods or services;
- (i) A list of all SBEs and CBEs that were contacted by the agency;
- (j) The information contained in the written determination(s) required under Sections 2344 and 2345, if applicable; and
- (k) If applicable, the agency's request to the Director pursuant to Section 2345a to waive the SBE set-aside requirement for follow-on and renewable acquisitions.

**GOVERNMENT-ASSISTED PROJECT CERTIFIED BUSINESS ENTERPRISE
SUBCONTRACTING**

Pursuant to Section 2346(a)(3) of the Act (D.C. Official Code § 2-218.46(a)(3)), a small business enterprise ("SBE"), local business enterprise ("LBE"), or disadvantaged business enterprise ("DBE") shall not be required to comply with the requirements set forth in Section 2346(a)(1) and (2) of the Act (D.C. Official Code § 2-218.46(a)(1) and (2)).

Pursuant to Section 2346(d)(3) of the Act (D.C. Official Code § 2-218.46(d)(3)), the subcontracting

plan required by Section 2346(d)(2) of the Act shall, to the extent consistent with Section 2346(d-1), be provided before the District accepts the submission of the bid or proposal for all government-assisted projects as defined in Section 2302(9A)(A) of the Act (D.C. Official Code § 2-218.02(9A)(A)).

When determining enforcement and penalties following a beneficiary's breach of a subcontracting plan under Section 2348 of the Act (D.C. Official Code § 2-218.48), the Department shall consider:

- (a) Whether the beneficiary notified the Department prior to the breach;
 - (b) The beneficiary's efforts at replacing the CBE subcontractor with another subcontractor certified by the Department in the same categories;
 - (c) Changes in the business operation or certification of the CBE subcontractor; and
 - (d) Changes in economic conditions from the time the subcontracting plan was developed.
- (a) An agency seeking a waiver of the subcontracting requirements of Section 2346 of the Act (D.C. Official Code § 2-218.46) under Section 2351 of the Act (D.C. Official Code § 2-218.51), for government-assisted projects described in Section 2302(9A)(A) of the Act (D.C. Official Code § 2-218.02(9A)(A)), including contracts executed by an agency on behalf of the District, shall submit a waiver request to the Department no less than twenty (20) days prior to issuance of a solicitation or the exercise of an option.
 - (b) If a bid or proposal requires a small business enterprise ("SBE") subcontracting plan, and no SBE subcontracting plans are submitted, that bid or proposal shall, pursuant to Section 2346(d)(1) of the Act (D.C. Official Code § 2-218.46(d)(1)), be deemed nonresponsive and be rejected. However, an agency may seek a waiver of the subcontracting requirements, and if a waiver is approved, the solicitation shall be revised and reissued or extended to allow for new responses to be submitted by the public in accordance with that waiver.
 - (a) Pursuant to Section 2341(c) of the Act (D.C. Official Code § 2-218.41(c)), the following types of contracts for government-assisted projects identified in Section 2302(9A)(A) of the Act (D.C. Official Code § 2-218.02(9A)(A)), are not required to seek a waiver and will be exempted from the 35% SBE subcontracting requirement of Section 2346 of the Act (D.C. Official Code § 2-218.46):
 - (1) Direct travel purchases, including airline tickets, train tickets, metro tickets, bus tickets, taxi fares, and accommodation costs while on travel;
 - (2) Human Care Agreements that require consumer/client choice without any input,

manipulation, or selection by the awarding agency. The exemption excludes those instances where the awarding agency selects the entities that are able to participate in the pool from which the consumer/client chooses;

- (3) Contracts in which the District is a tenant and pays costs to a landlord for use of private property, which may include paying for rent or lease, taxes, parking, paying the costs of existing building service contracts, paying operating costs, or paying information technology and other costs;
 - (4) Contracts for proprietary goods and services procured by an agency from a documented patent/copyright/license holder; and
 - (5) Contracts for projects with federal restrictions on how the funds may be expended, as documented by the agency and confirmed by the Department.
- (b) An agency seeking specific exemptions pursuant to this Subsection shall submit to the Department a determination and finding, or similar justification memo, in a manner prescribed by the Department. Any determination and finding or justification memo received by the Department shall be posted on the Department's website.

[RESERVED]

EQUITY AND DEVELOPMENT PARTICIPATION

Small investors, disadvantaged investors, or certified equity participants shall receive a minimum of 20% Equity Participation in any Covered Project.

- (a) Small investor as defined by Section 2302 of the Act (D.C. Official Code § 2-218.02) means:
- (1) An SBE pursuant to Section 2332 of the Act; or
 - (2) A District-domiciled individual with a personal net worth that does not exceed five (5) million dollars, excluding the value of his or her primary residence.
- (b) (1) To be a District-domiciled individual:
- (A) The District of Columbia must be the present fixed place of residence of the individual to which he or she returns following temporary absences and at which he or she intends to reside indefinitely; and
 - (B) The District of Columbia must be the individual's only domicile.
- (2) For an individual to establish that he or she is domiciled in the District, the individual must submit sufficient evidence to the Department, including providing the following:

- (A) Copies of a District of Columbia deed or lease in the District of Columbia covering the twelve (12) consecutive months preceding the Department's evaluation for premises at which the individual resides;
 - (B) Copies of utility bills for utility services provided in the District of Columbia residence covering the twelve (12) consecutive months preceding the Department's evaluation;
 - (C) Copies of earnings and leave statements (i.e., pay stubs) that show residency in the District of Columbia and the withholding of District of Columbia income tax covering the twelve (12) consecutive months preceding the Department's evaluation;
 - (D) Certified copies of District of Columbia and federal income tax returns for the tax year preceding the Department's evaluation;
 - (E) Copies of voter registration, motor vehicle registration, driver's license, and non-driver's identification; and
 - (F) Copies of any other documents required by the Department that demonstrate that the District is the domicile of the individual.
- (c) (1) Disadvantaged investor as defined by Section 2302 of the Act (D.C. Official Code § 2-218.02) means:
- (A) A disadvantaged business enterprise ("DBE") pursuant to Section 2333 of the Act (D.C. Official Code § 2-218.33); or
 - (B) A District-domiciled economically disadvantaged individual
- (2) To be a District-domiciled economically disadvantaged individual, an individual must be:
- (A) A District-domiciled individual, as defined by § 838.1(b); and
 - (B) Economically disadvantaged, as defined by § 804.1(b).
- (d) (1) Certified equity participant as defined by Section 2302 of the Act means a single-purpose legal entity created to participate in real estate development projects and includes members that are small investors or disadvantaged investors.
- (2) The Department shall verify that each single-purpose legal entity meets the definition of certified equity participant to be designated as such.
- (e) The Department will determine the manner in which the documents required in this section shall be submitted.

- (f) The documents required to prove District domicile under this section must be submitted to the Department in a single submission.
- (g) Each year throughout the duration of the Covered Project, each small investor and disadvantaged investor shall provide the Department in a single submission updated documents proving District-domicile status. These updated documents shall be submitted by the end of the same month as the initial submission required by § 838.1(f) (*e.g.*, if the initial submission was in February, by the end of each February thereafter).
- (h) A certified equity participant, small investor, or disadvantaged investor will retain its designation for the duration of the Covered Project in which it is an Equity Participant, as required by Section 2349a of the Act (D.C. Official Code § 2-218.49a) and this chapter, provided the entity or individual remains in compliance with the Act and this chapter.

As appropriate, the Department may provide guidance to District agencies, business enterprises, and interested members of the public regarding the equity and development participation requirements.

An agency considering a solicitation for a Covered Project may contact the Department as needed to coordinate outreach efforts to Equity Participants and Development Participants and provide the Department with the specific details regarding the Covered Project.

With respect to public and private development (PPD) related solicitations, including Requests for Proposals ("RFPs"), Invitations for Bids ("IFBs"), Requests for Qualifications ("RFQs"), and Calls for Expressions of Interest, issued by District agencies in connection with Covered Projects, to the extent required by the Act and these rules, the solicitation shall include the Equity Participation and Development Participation requirements and a requirement that the party responding to the solicitation agrees to comply with the Equity Participation and Development Participation requirements, including submission to the Department of a separate "Service Agreement" detailing the specifics of the terms, conditions and financial requirements of the equity involvement.

Not more than one (1) business day after the issuance of any request for proposals, request for qualifications, call for expressions of interest or other similar document relating to any Covered Project, the District agency involved shall provide the Department with an electronic copy of the document, which the Department shall post on the Department's website.

EQUITY AND DEVELOPMENT PARTICIPATION REQUIREMENTS

The Equity Participant(s) shall receive a return on investment in a Covered Project that is *pari passu* with all other sources of Sponsor Equity.

Equity Participation shall be maintained for the duration of the Covered Project. Completion of the Covered Project shall be measured by the issuance of one or more certificates of occupancy, certifications of completion, or other documents evidencing completion as determined by the Department.

Pursuant to Section 2349a(b) of the Act (D.C. Official Code § 2-218.49a(b)), the Department shall measure the Development Participation in addition to the general SBE subcontracting requirements of Section 2346 of the Act (D.C. Official Code § 2-218.46). The Development Participation shall not be used to satisfy the general SBE subcontracting requirements of Section 2346 of the Act.

The Department may require a beneficiary of a development project that is subject to Section 2349a(b) of the Act to submit a form, provided by the Department, to calculate and track the Development Participation.

EVALUATION OF EQUITY AND DEVELOPMENT PARTICIPATION

When evaluating the percentage of Equity Participation by an Equity Participant in a Covered Project, the Department will take the following into account:

- (b) The financing plan for the Covered Project;
- (c) The amount and nature of leverage in the form of debt or other sources incurred by the Sponsor Entity;
- (d) The amount of institutional equity being provided for the benefit of the Sponsor Entity;
- (e) The amount of mezzanine financing being provided for the benefit of the Sponsor Entity, including the roles and rights of the mezzanine financier;
- (f) The total amount of equity required from the Sponsor Entity;
- (g) The percentage of the Sponsor Entity's equity being provided by an Equity Participant and the terms thereof;
- (h) The percentage of institutional equity being provided by an Equity Participant;
- (i) Provisions in funding documents related to the sale, dilution, or conversion of equity interests prior to project completion that may result in a change in the amount of the Equity Participant's Equity Participation and ownership;
- (j) Whether Equity Participants are treated similarly, with respect to the determination of returns, as compared to other entities with similar risk profiles on a Covered Project; and
- (k) The amount of sweat equity and the categories in which the Equity Participant(s) is (are) certified.

[RESERVED]

CHANGES IN EQUITY AND DEVELOPMENT PARTICIPATION

Once the selection of an Equity Participant or a Development Participant to participate in a Covered

Project has been approved by the Department, there can be no change in the Equity Participant or Development Participant and no dilution of a participant's Equity Participation without the express written consent of the Director.

CLOSING REQUIREMENTS REGARDING EQUITY PARTICIPATION

The closing documents executed in connection with any Covered Project shall contain provisions indicating there can be no change of the Equity and no dilution of a participant's Equity Participation without the Director's express written consent.

The closing documents shall expressly covenant and agree that the Department shall have third-party beneficiary rights to enforce the provisions, for and in its own right.

The agreements and covenants in the closing documents shall expressly run in favor of the Department for the entire period during which the agreements and covenants shall be in force and effect, without regard to whether the District was or is an owner of any land or interest therein or in favor of which the agreements and covenants relate.

The closing documents shall expressly covenant and agree that the Department shall have the right, in the event of a breach of the agreement or covenant in the closing documents, to exercise all the rights and remedies – and to maintain any actions or suits, at law or in equity, or other proceedings to enforce the curing of the breach of agreement or covenant – to which it may be entitled.

EQUITY AND DEVELOPMENT PARTICIPATION RESTRICTIVE COVENANT

If there is a transfer of title to any District-owned land that will become part of a Covered Project, the Department may require that a restrictive covenant be filed on that land requiring compliance with the Equity Participation and Development Participation requirements of the Act, if applicable.

A restrictive covenant requiring compliance with the Equity Participation and Development Participation requirements of the Act shall run with the land and otherwise remain in effect until released by the Department following the completion of construction of and the issuance of certificates of occupancy for the Covered Project. A release of the restrictive covenant shall be executed by the Department only after either the developer and the Equity and Development Participants submit a sworn certification together with documentation demonstrating to the satisfaction of the Department that, or the Department otherwise determines that:

- (l) The Development Participants received at least 20% of the non- construction development goods and services for the Covered Project, in addition to the general SBE subcontracting requirements of Section 2346 of the Act; and
- (m) The Equity Participant has maintained at least a 20% ownership interest in the Sponsor Entity in the Covered Project throughout its development.

[RESERVED]

DEPARTMENT ASSISTANCE FOR COVERED PROJECTS

If a District agency receives no response from prospective Equity Participants or Development Participants to develop a Covered Project, it may contact the Department for further assistance. The Department may:

- (n) Post on its website notices of Equity and Development Participation opportunities for Covered Projects; and
- (o) Assist the District agency in identifying qualified Equity Participants and Development Participants by hosting outreach sessions.

EQUITY OR DEVELOPMENT PARTICIPANT LOSS OF CERTIFICATION

If an Equity Participant or Development Participant loses its certified business enterprise (“CBE”) certification, or an individual no longer qualifies to be an Equity Participant, during the course of a Covered Project, and the loss of certification or qualification results in the Covered Project failing to meet the minimum Equity Participation or Development Participation requirements under Section 2349a of the Act (D.C. Official Code § 2-218.49a), the Department will evaluate whether another Equity Participant or Development Participant can participate in the Covered Project without causing any detriment to the overall project or the lead developer, so that the 20% Equity Participation and 20% Development Participation requirements are met.

EQUITY AND DEVELOPMENT REPORTS

Beneficiaries must submit quarterly reports to the Department regarding the fulfillment of the Equity Participation and Development Participation Program requirements on such forms as determined by the Department. The reports shall include, at a minimum, information regarding:

- (p) Changes in ownership interest of the owners/partners;
- (q) Additions or deletions of an owner/partner;
- (r) Changes in the legal status of an existing owner/partner;
- (s) Changes in the percentage of revenue distribution to an owner/partner; and
- (t) Each Development Participant, their certified business enterprise (“CBE”) certification number, a description and dates of the non-construction development good and service they provided, the contract amount, a copy of the executed contract, and any other information required by the Department.

Information provided under § 848.1(a)-(d) may be considered commercial or financial information which could result in substantial harm if disclosed to the competitive position of the provider of the information, and may be exempt from disclosure under Section 204(a)(1) of the District of Columbia Administrative Procedure Act, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code § 2-

534(a)(1)).

[RESERVED]

[RESERVED]

SMALL BUSINESS CAPITAL ACCESS FUND

The Department shall implement and administer the Small Business Capital Access Fund ("Fund") established pursuant to Section 2375 of the Act (D.C. Official Code § 2-218.75). The Fund is a financing tool designed to sustain and/or increase the level of business activity, job creation and retention, and provide access to capital for the sustainability and expansion of designated categories of certified business enterprises ("CBEs").

Monies issued from the Fund may be structured as a grant, loan loss reserve funding, senior or subordinated secured or unsecured loan, loan guarantee, collateral, surety, or any other financial assistance, and any issuance of monies from the Fund shall serve a public purpose identified by the Department. The Department may, in its discretion, issue grants to assist qualified businesses with credit facility origination or the provision of financial-based professional services (*e.g.*, grants to assist with hiring a certified public accountant, bookkeeper, escrow agent, bonding agent, qualified non-profit organization, financial institution, or professional service provider).

To be eligible for funding from the Fund a recipient must:

- (u) Be certified or eligible to be certified, pursuant to the Act as a small business enterprise ("SBE") or disadvantaged business enterprise ("DBE");
- (v) Be independently owned, operated, and controlled;
- (w) Be in good standing with the Department of Consumer and Regulatory Affairs; and
- (x) Have a Certificate of Clean Hands from the Office of Tax and Revenue.

The following business enterprises are ineligible to receive funding from the Fund: consumer and marketing cooperatives; dealers of rare coins and stamps; enterprises engaged in gambling; enterprises engaged in illegal activity; lending firms and loan packaging firms; enterprises engaged in multi-sales distribution; nonprofits; enterprises engaged in pyramid schemes or multi-level marketing schemes; real estate investment firms; non-profit institutions; and businesses engaged in speculation.

To the extent consistent with the grant agreement or other agreement between the Department and an eligible recipient, the recipient may use proceeds from the Fund for the following purposes:

- (y) Working capital;
- (z) Inventory;

- (aa) Acquisition or repair of furniture, fixtures, machinery, or equipment;
- (bb) Ecologically efficient improvements;
- (cc) Purchase or implementation of financial management systems (e.g., point of sale, upgrades to meet prime contractor standards);
- (dd) Leasehold improvements;
- (ee) Property renovation; or
- (ff) Financial and/or Procurement-based professional services.

The Department will develop underwriting criteria and rates and terms for funding from the Fund. Such criteria will include, at minimum, the maximum funding amount(s), interest rate(s) and any applicable deferral periods, term limits, security or collateral requirements and fees and costs. The Department will include the underwriting criteria with the application and/or publish the underwriting criteria on its website. The Department may modify the underwriting criteria as necessary to account for changes in budgeted amounts of the Fund or changing needs of the local business community. The Department may work with a qualified non-profit organization or financial institution to develop or modify, as necessary, the underwriting criteria.

An eligible recipient seeking funding from the Fund shall submit a written application to the Department or to a qualified non-profit organization and/or financial institution designated by the Department on such form or forms as may be prescribed or approved by the Department. The application shall include, at a minimum, submission of the following documents and information:

- (gg) Current CBE Certification and evidence that the applicant is certified as an SBE or DBE or evidence that the applicant is eligible to be certified as a SBE or DBE;
- (hh) Clean Hands Certification from the Office of Tax and Revenue;
- (ii) Certificate of Good Standing from the Department of Consumer and Regulatory Affairs;
- (jj) Financial status of the applicant, including current and past tax returns, balance sheet(s) and profit and loss statements;
- (kk) Amount of funding from the Fund requested by the applicant;
- (ll) Reason for requesting funding from the Fund; and
- (mm) Any other information or documents the Department may require in order to assess the applicant's eligibility and/or credit worthiness.

Within sixty (60) days of receipt of a complete application, the Department or its non-profit or financial

institution partner shall notify the applicant whether the funding request has been approved, denied, or if additional information is needed to make a determination. If an application is denied, the Department or its non-profit/financial institution partner shall provide the applicant an explanation of the underwriting determination.

The Department may, in its discretion, require the potential borrower or borrower to participate in targeted training, technical assistance, and/or periodic monitoring to help strengthen business operations as a condition of funding from the Fund or as a pre-condition for future funding.

DEFINITIONS

The definitions set forth in the Act are incorporated by reference into this chapter. As used in this chapter, the following words and phrases shall have the meanings ascribed:

Act - the Small and Certified Business Enterprise Development and Assistance Act of 2005, effective October 20, 2005 (D.C. Law 16-33; D.C. Official Code § 2-218.01).

Application date - the date on which the Department receives an application.

Certificate - a letter issued by the Department indicating that a firm is a business enterprise or joint venture certified pursuant to Part D of the Act (D.C. Official Code § 2-218.31 et seq.).

Contractor - any natural person or business organization, such as a corporation, partnership, joint venture, limited liability company, or similar enterprise that enters into a contract with the District, a public employee, or private developer to provide goods or services.

Construction - the building, alteration, repair, or improvement of real property. This term does not include the operation or routine maintenance of real property.

Covered Project - any development project conducted pursuant to a disposition under Section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

Day - a calendar day.

Development Participant - a small business enterprise (“SBE”) or certified business enterprise (“CBE”) that participates in one or more phases of project development in a Covered Project in accordance with Section 2349a(b) of the Act (D.C. Official Code § 2-218.49a(b)).

Development Participation - participation on a Covered Project performed by a small business enterprise (“SBE”) or certified business enterprise (“CBE”) in accordance with Section 2349a(b) of the Act (D.C. Official Code § 2-218.49a(b)).

Development Project –

- (a) Means a government-assisted project involving either:

- (1) The private development or redevelopment of real property improvements conducted pursuant to a disposition under Section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801); or
 - (2) Private development or redevelopment of real property improvements to which the District has contributed through a grant at least 15% of the development costs or \$500,000, whichever is less.
- (b) Shall not include improvements on real property where the owner will occupy at least 25% of the real property and the development budget is \$ 500,000 or less.

Eligible Recipient - a business enterprise as defined in Section 2375(a)(1) of the Act (D.C. Official Code § 2-218.75(a)(1)).

Entity - an organization, including a corporation, partnership, limited liability company, sole proprietor, or trust.

Equity Participant - a small investor, disadvantaged investor, or certified equity participant that, in accordance with the Act, provides capital or other monetarily valued services in exchange for an ownership interest in a Covered Project.

Equity Participation - an ownership interest acquired by an Equity Participant in a Covered Project.

Fiscal year - October 1 of each year through September 30 of the following year.

Fixed Assets - Any long-term item of economic value owned by an individual or corporation, especially that which could be converted to cash, that the owner does not expect to convert into cash in less than one year. Examples are buildings, office equipment (not supplies), vehicles, computers, and other property.

Good Faith Efforts - a bidder/offeree's unsuccessful actions to meet established goals, including all necessary and reasonable steps taken, such as conducting market research, strategic outreach, advertisements, and contacting the Department's Business Opportunities Division for assistance.

Grant - a public subsidy for which the District does not anticipate repayment, such as a cash contribution, tax increment financing, payment in lieu of taxes, or similar programs or agreements. A grant shall not include a public contribution for which the District anticipates repayment, such as a loan.

Legal Holiday - a public holiday observed by the District of Columbia, on which the District of Columbia government is closed.

Principal Office - a business's corporate headquarters where the central operational, financial, and recordkeeping functions of the business occur.

Respondent - an applicant for or holder of a certificate against whom a denial or adverse action is proposed or taken.

Site Visit - an announced or unannounced, on-site, comprehensive review of a business operation to determine compliance or continued eligibility for certification as a local business enterprise.

Sponsor Equity - the equity that is intended to be contributed by the non- institutional investors or by the private developer, excluding debt financing, mezzanine financing, or other equity contributions by limited or institutional investors.

Sponsor Entity - an individual or an entity with the day-to-day responsibilities for a development project (e.g., a Managing Member, or a General Partner).

Spot Check - an unannounced cursory, on-site inspection of a certified business enterprise (“CBE”) headquarters to ensure continued compliance with eligibility requirements of the Act and these regulations.

B.6 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY:

- (a) The Contractor is required to comply with Mayor’s Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the district government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.
- (b) The Contractor is required to comply with City Administrator’s Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

SECTION C: SPECIFICATIONS/WORK STATEMENT

Statement of Work for Warehouse Logistical Support

C.1 INTRODUCTION

C.1.1 The District of Columbia Public Schools (DCPS) Logistics department provides supply chain and warehousing services for schools, central office, and support offices. These services include but not limited to:

1. Delivery, pickup, and disposal of property
2. Property warehousing and storage

3. Moving services
4. Surplus supply and equipment distribution
5. Emergency support
6. Mail and parcel pickup and delivery
7. Mail sorting
8. Mail postage
9. Envelope insertion and sealing
10. Interoffice mail
11. Miscellaneous duties and projects as determined by the DCPS Logistics Department

C.1.2 To achieve this, DCPS runs a central warehouse facility located at 2000 Adams Place NE, Washington, DC 20018, which manages the storage, inventory, and supply of DCPS Property.

C.1.3 DCPS seeks qualified, capable, and experienced contractors to perform these services during the fiscal school year, which runs from Oct 1, 2021, through September 30, 2022, with four (4) Option Year Periods exercised solely at the DCPS discretion.

C.1.4 Performance criteria for overall duties shall fall under Contractor responsibilities.

C.1.5 **Surge Requirement** – The offeror shall outline clear strategies for fluctuating work schedules, especially during peak season and high demand. This strategic plan shall be submitted with the proposal.

C.2 BACKGROUND

C.2.1 The overarching intent of this Initiative is to maximize DCPS efficiency and increase the probability of meeting all established DCPS program goals and schedules. Established tasks, and goals that are scheduled must be met are the highest priority, i.e., time is of the essence.

C.2.2 DCPS seeks to identify and select one or more prime logistics management vendor(s) (“Contractors”) to perform the broadest possible scope of relocating Furniture Fixtures & Equipment assets, for disposal, or repurpose back into DCPS inventory for selected receiving schools.

C.2.3 DCPS continues to improve the efficiency of their warehouse and movement operations while being as cost effective as possible. This includes standardizing workflow, streamlining processes, and using a minimal labor team for the workload. Reducing operating expenses while improving service levels, all to accomplish our mission, is the overall goal.

C.2.4 The mission of the Logistics Department is to provide logistics and supply chain services and other related projects in a timely manner for all DCPS schools and facilities. Students and teachers must have all necessary supplies, furniture, equipment, and fixtures to facilitate the learning process.

C.2.5 To accomplish this mission, each step in the Scope of Work below must be accomplished in its entirety, in an efficient, timely and professional manner.

C.3 SERVICE DESCRIPTION

C.3.1 The following information explains the several types of service that are expected under this Scope of Work. The descriptions below may change to accommodate the needs of the schools.

C.3.1.1 Mail and parcel pickup and delivery

Delivery drivers travel to every school and DCPS facility daily. During stops, mail is delivered and picked up as necessary. Mail available for pickup can be both USPS and Interoffice mail. All outbound mail is returned to Adams Place Warehouse for sorting and processing.

C.3.1.2 Mail sorting

Upon receipt of incoming and outgoing mail, the Logistics Department sorts all mail to identify delivery destination and outbound postage requirements.

C.3.1.3 Mail postage

Adams Place Warehouse maintains a high-volume postage machine capable of attaching the correct postage. In addition, the machine can send certified and parcel mail. Postage is paid for by each individual school and department.

C.3.1.4 Envelope insertion

Adams Place Warehouse maintains a high-volume envelope inserter capable of inserting 3 pages into envelopes of numerous sizes. All DCPS facilities are to utilize this equipment for their mailing needs.

C.3.1.5 Interoffice mail

Mail frequently needs to be delivered between schools and departments. To save money on postage, DCPS moves interoffice mail free of charge using the standard mail routes.

C.3.1.6 Delivery, pickup, and disposal of property

When schools and support offices request property be removed or disposed of, the Logistics Department facilitates the transportation of such property from the DCPS facilities to a central location (Adams Place Warehouse) for processing. Such processing includes temporary storage, disposal, recycling, and transport to another DCPS facility for use.

In addition, the Logistics Department provides central receiving and distribution services to the schools and central office.

C.3.1.7 Property warehousing and storage

The Adams Place Warehouse provides significant storage space for DCPS property. Storage is typically temporary and is constantly changing. Adams Place provides secure storage areas for high value assets such as computers, monitors, electronics, files, etc. The Logistics Department also manages several auxiliary storage facilities owned by DCPS.

C.3.1.8 Moving services

Schools and DCPS facilities request movement of goods and supplies from one area of the facility to another, as well as movement from one facility to another. Movement must be done in a way that ensures property is not damaged and must arrive at its destination quickly and efficiently. Moving services also include packaging and securing property for transport.

C.3.1.9 Surplus supply and equipment distribution

DCPS receives surplus supplies and equipment from its various facilities as well as donations from outside sources. The Logistics Department maintains inventory of such items and makes these items available to all DCPS personnel. When requested, Adams Place Warehouse transports and installs such items in a quick and efficient manner.

C.3.1.10 Emergency support

DCPS occasionally addresses emergency situations such as fire, water damage, power outages, inclement weather, etc. The Logistics Department provides expedited response to such emergencies and provides all its services during times of emergency. All Logistics personnel are required to be on call during times of emergency and inclement weather.

C.3.1.11 Picking Orders

When schools request textbooks and other related materials, they must be picked from their designated location in the warehouse. Management will give the contract workers an order sheet, which must be filled out according to management's instructions, upon picking the orders. All orders must be picked in a timely manner and done so with 100% accuracy. If incorrect items are picked for an order, or the order sheet is filled out incorrectly, then schools will receive improper items and our inventory controls will become inaccurate.

C.3.1.12 Packing Shipments

After orders are accurately picked from the warehouse, they must be packed for delivery. Order packing must be done in a way that ensures all boxes are sturdy, securely taped, properly labeled, and (if necessary) securely shrink-wrapped. Shipments should be packed immediately after they are picked.

C.3.1.13 Receiving Shipments

When DCPS places orders for textbooks, they are shipped to the warehouse from the appropriate vendors. Upon receipt of these shipments, they should be stocked in their appropriate location within the warehouse. Many shipments contain different items and will therefore have to be

broken down to stock each item in its appropriate location. This is vital to maintaining organization and visibility throughout the warehouse.

C.3.1.14 Real-Time Inventory Management

The DCPS textbook inventory, at any point in time, consists of hundreds of thousands of items. Maintaining a real-time inventory is vital to running efficient textbook management operations, reacting quickly to schools' requests, and properly managing our budget through the accurate procurement of additional items. Inventory updates are needed every time textbook items enter, or leave, the warehouse for any reason.

C.3.1.15 Hard Count Inventory

Currently, DCPS utilizes a hard count inventory method, where all items are physically counted and recorded on tracking sheets as they enter or leave the warehouse. Tracking sheets must be turned into management daily to ensure a real-time inventory.

C.3.1.16 Scanning

DCPS plans to move to a scanning system during this performance period. As this transition takes place, all directives from management must be followed with precision. Upon implementation, all items entering and leaving the warehouse must be scanned in or out of inventory. Since this system is currently not taking place, DCPS reserves the right to adjust this Scope of Work to include more details about the Scanning Inventory Method.

C.3.1.17 Hard Count Inventory Verification

Once DCPS implements the Scanning Inventory Method, it will from time to time require the vendor to perform a hard count inventory to verify accuracy. This should be done in a timely manner and in accordance with all specifications provided by management. The frequency and scope of these hard count inventory verifications are to be determined by DCPS management.

C.3.1.18 Organization of Warehouse Space

All space within the warehouse must remain organized according to DCPS specifications. Every item has a distinct place and should remain in that location always. As items are received in the warehouse, or sent out of the warehouse, this organization is expected to remain perfect. DCPS reserves the right to change the layout of its warehouse space at any time. If these changes are made, the contractor will assist in the reorganization process, and take the necessary steps to maintain the warehouse space thereafter.

C.3.1.19 Housekeeping

The contractor shall consistently maintain a clean, safe working environment always. Proper housekeeping cannot be overlooked and should be part of the daily workflow.

C.3.1.20 **Warehouse Improvements**

DCPS may undergo general warehouse improvements to enhance the housekeeping, organization, and efficiency of the workspace. In these instances, the contractor should assist in these improvements as directed by DCPS.

C.3.1.21 **Miscellaneous duties and projects as determined by the DCPS Logistics Department** the Logistics Department provides ad-hoc project services for all DCPS schools and departments. These projects are typically outside of the logistics list of services and will be handled on a case-by-case basis.

C.4 SCOPE OF WORK

C.4.1 The following job descriptions outline the services required for Warehouse Movement and Labor:

C.4.1.1 **Supervisor(s)**

If requested the supervisor shall oversee and manage the contractor warehouse and logistics labor force. Work required includes, but is not limited to:

- a) Dispatching of trucks and laborers.
- b) Truck route selection.
- c) Daily supervision of internal warehousemen/laborer/drivers.
- d) Off-site supervision.
- e) Assist with managing and ensuring that timesheets of contract labor force are completed and up to date daily.
- f) Ensure labor continuously meets standards set forth in the contract.
- g) Ensure rules and regulations are followed by the labor force.
- h) Liaison between DCPS Logistics Management and Contract Project Manager
- i) Ensure that customer service and support is always professional.
- j) Ensure that the workforce is up to date on all DCPS Warehouse Protocols & Procedures.
- k) Ensure that all policies and procedures are enforced.

The supervisor shall have the following qualifications prior to being placed:

- a) Minimum 2 years supervisory experience in a warehousing environment
- b) Minimum 2 years supervisory experience in transportation, shipping, and receiving.
- c) Intermediate proficiency in Windows XP and basic proficiency in Microsoft Office applications (Word, Excel, Power Point)
- d) Excellent interpersonal communication skills with a minimum of 2 years customer service experience.
- e) Strong understanding of OSHA regulations safety.

- f) The ability to work independently and to be able to communicate effectively with personnel at the Schools, Warehouse, and our Central Office.
- g) Thorough knowledge of labor, warehouse, and safety laws.

C.4.1.2 Moving Truck and Driver

Moving Truck and Driver shall provide movement services. Work required includes, but is not limited to:

- a. Movement of furniture, fixtures, and equipment for DCPS personnel including, but not limited to, classroom and office furniture, office equipment, copiers, scanners, computers, musical equipment, and vertical and lateral file cabinets.
- b. Relocation of furniture, fixtures, and equipment both within the warehouse and DCPS facilities.
- c.
- d. Disposal of furniture, fixtures, and equipment. Miscellaneous property disposal as required.
- e. Delivery furniture, fixtures, equipment, shipments, and miscellaneous property to designated areas and facilities as designated by the Logistics Manager.
- f. Driver has overall responsibility for processing all paperwork associated with the pickup and delivery of DCPS property.

The Driver shall have the following qualifications prior to being placed:

- a) Minimum of 2 years' experience as a driver in a shipping/receiving environment
- b) CDL Qualified – Preferred but not necessary
- c) Strong understand of DOT safety best practices.
- d) Strong attention to detail and experience processing shipping paperwork and bills of lading
- e) Department of Transportation – Certified and physically up to date.
- f) All drivers are expected to work as laborers as needed and not just drive.
- g) Strong verbal, communication, and organizational skills.
- h) The ability to work independently and to be able to communicate effectively with personnel at the Schools, Warehouse, and our Central Office.

C.4.1.3 Truck Labor

Truck laborers shall provide movement services to support labor. Work required includes, but is not limited to:

- a. Support shipping and receiving operations outlined in Moving Truck and Driver job description.
- b. Maintain organization and cleanliness of trucks and dock spaces.
- c. Assist Truck Driver in lifting and manual movement of DCPS property.
- d. Assist Truck Driver in securing property for transport to/from warehouse and DCPS facilities.

- e. Assist Truck Driver in processing shipping/receiving paperwork on site, ensuring property reconciliation prior to movement.

Truck laborers shall have the following qualifications prior to being placed:

- a) Minimum of 1-year experience as a laborer in a shipping/receiving/transportation environment b) Ability to lift a minimum of 50 lbs.
- c) Strong understanding of safety best practices and safe lifting procedures Forklift qualified required.
- d) Pallet Jack qualified required.
- e) Ability to read and write.
- f) Ability to utilize dollies, hand trucks and various moving equipment.
- g) Strong understanding of safety best practices and safe lifting procedures
- h) Strong organizational skills.
- i) The ability to work independently and to be able to communicate effectively with personnel at the Schools, Warehouse, and our Central Office.

C.4.1.4 Warehouseman

Warehousemen shall provide warehousing labor for the Adams Place Warehouse. Work required includes, but is not limited to:

- a) Internal storage of DCPS Property
- b) Internal organization and movement of DCPS Property within the DCPS Adams Place warehouse
- c) Assist Logistics Assistant(s) with incoming and outbound shipments.
- d) Stage and prepare DCPS property for movement and disposal.
- e) Receive DCPS property and prepare for storage or disposal.
- f) Various miscellaneous warehouse duties and janitorial duties as assigned.

Warehousemen shall have the following qualifications prior to being placed:

- a) Minimum 1-year experience as a laborer in a warehousing environment
- b) Forklift qualification required.
- c) Pallet Jack qualified required.
- d) Ability to lift a minimum of 50 lbs.
- e) Ability to read and write.
- f) Ability to utilize dollies, hand trucks and various moving equipment.
- g) Strong understanding of safety best practices and safe lifting procedures
- h) Strong organizational skills.

- i) Strong verbal, communication, and organizational skills.
- j) The ability to work independently and to be able to communicate effectively with personnel at the Schools, Warehouse, and our Central Office.

C.5 PROJECT DELIVERY METHOD

C.5.1 DCPS reserve the right to make a single award or multiple awards to the responsive, capable, and responsible offeror(s) who is the most advantages to the DCPS with respect to the price and non-price factors. The contract(s) period of performance shall be from October 1, 2023 to September 30, 2024, with four option year periods to be exercised solely at the DCPS discretion.

C.5.2 Contractor(s) shall abide by the following work schedule:

- A. Work week: Monday through Friday, 7:30 a.m. EST to 4:30 p.m. EST.
- B. Contractor(s) will have a 15-minute break twice a day, and a 30-minute lunch per the following schedule:
 - a. Lunch: 12:30 p.m. to 1:00 p.m. EST
- C. Overtime work and work during the weekends shall be at the discretion of the Logistics Manager.
- D. The overtime schedule and regulations are as follows:
 - a. Voluntary overtime will be offered to all employees as soon as is deemed necessary.
 - b. Mandatory overtime shall be announced to the Contractor(s) Project Manager by 2:00 p.m. EST the day prior.
 - c. Contractor(s) who fail to serve mandatory overtime shall be adjudicated in a manner agreed upon by the Logistics Manager, Logistics Director, and the Contractor(s) Project Manager.
 - d. Overtime is considered after 40 hours Hourly rate (regular pay rate for an employee paid by the hour) - If more than 40 hours are worked, at least one and one-half times the regular rate for each hour over 40 is due.
 - e. Example: An employee paid \$8.00 an hour works 44 hours in a workweek. The employee is entitled to at least one and one-half times \$8.00, or \$12.00, for each hour over 40. Pay for the week would be \$320 for the first 40 hours, plus \$48.00 for the four hours of overtime - a total of \$368.00.
- E. Contractor(s) must have sufficient flexibility to adjust the manpower up or down at the request of DCPS Management during periods of increased or reduced workloads. Meaning the contractor(s) shall be able to increase the capacity of vehicles i.e., vans, 26 ft trucks or personnel to meet the requested needs of the schools.

- F.** The DCPS Logistics Team requires a minimum of the following to ensure that a consistent, efficient workflow is established to accomplish their many tasks daily.
- a.** Two 26ft trucks with 1 driver and 2 laborers for each truck.
 - b.** Two 26ft trucks are available on standby in the event there is a spike in the workload or a school emergency i.e., emergency school move, fire, etc.
 - c.** A pool of laborers, trucks, and drivers in the event there is a spike in the workload, school emergency i.e., emergency school move, fire, School Opening, or if there is a manpower shortage etc.

C.6 CONTINUITY OF SERVICES

C.6.1 Contractor(s) recognizes that the services provided herein are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration and termination, a successor, either the District Government or another Contractor(s), at the districts option, may continue to provide these services. To that end, the Contractor(s) agrees to:

- C.6.1.1 Furnish phase-out, phase-in transition training; and
- C.6.1.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to successor(s).

C.7 NON-PERSONAL SERVICES

C.7.1 The DCPS shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the DCPS assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer (CO) immediately.

C.8 BUSINESS RELATIONS

C.8.1 The contractor(s) shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

C.9 CONTRACT ADMINISTRATION AND MANAGEMENT

The following subsections specify requirements for contract, management, and personnel administration by the **Contractor**:

C.9.1 Contract Management

The contractor(s) shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at 2000 Adams Place NE Washington, DC 20018, the contractor's corporate offices, and other involved locations.

C.9.2 Contract Administration

The contractor(s) shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to DCPS requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the DCPS, and the Contractor personnel assigned to support contracts or task orders. The contractor(s) shall assign work effort and maintain proper, correct, and accurate time keeping records of personnel assigned to work on the requirement.

C.9.3 Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated DCPS non-workdays or other periods where DCPS offices are closed due to weather or security conditions. The contractor shall provide the necessary infrastructure to support contract tasks at locations covered by this requirement. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs, etc.).

C.9.4 Subcontract Management

- a) The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.
- b) Contractors may add subcontractors to their team after notification to the Contracting Officer (CO) or Contracting Officer Representative (COR). CO will consider if cross-teaming may or may not be permitted. The CO should approve adding subcontractors to the contract.

C.9.5 Contractor Personnel, Disciplines, and Specialties

- a) The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. Refer to Qualification Matrix).
- b) The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

C.9.6 Contractor Identification in the DCPS Workplace -- Professionalism and Attire

Contractor(s) shall adhere to the highest standards of professionalism and appearance. Standards are as follows:

1. Contractor(s) must be in identical uniforms that display the name of the Contractor(s)
2. Jeans and shorts are not authorized.
3. Contractor(s) shall wear protective footwear (i.e., steel toe or equivalent) always.
4. Contractor(s) shall not display inappropriate behavior during work hours and within DCPS facilities.
5. The use of inappropriate and offensive language is strictly forbidden. Inappropriate and offensive language includes, but is not limited to expletives, racial and ethnic slurs, sexually suggestive language, etc.
6. Contractor(s) is forbidden to display printed offensive material of sexually explicit and violent nature.
7. Contractor(s) shall not participate in horseplay or physical activities outside of their scope of work.

C.9.7 Location of Work

Accomplishment of the results contained in this Statement of Work (SOW) requires work at Contractor Facilities, 2000 Adams Place NE Washington, DC 20018, Central Office, Schools, and other locations as deem necessary.

C.9.8 Consistency of Labor

- a. Contractor(s) shall make their best efforts to ensure a consistent labor force. The same laborer(s) shall report to Adams Place Warehouse each day. Any changes must be agreed upon between the Contractor(s) and the Logistics Manager two weeks prior to any key personnel being changed or removed. The key personnel being the regular driver(s), warehouse workers, and supervisor.
- b. The Logistics Manager reserves the right to remove laborer(s) from job site(s) at any time without notice. Prior to laborer(s) being reinstated, terms and conditions shall be discussed between Contractor(s) and Logistics Manager.

C.10 ADDITIONAL REQUIREMENTS

C.10.1 Recycling and Disposal

Contractor(s) shall properly recycle disposal metals, paper, and plastics. The Contractor(s) shall follow DCPS procedures and provide documentation that the items have been properly recycled.

For Disposal:

- a. All items marked for Disposal will be sent to Fort Totten Disposal transfer station: 4900 John McCormack Drive NE, Wash DC 20011
- b. Hours of operation: M – F 1pm - 5pm, Sat 8am – 2pm, Multiple truck loads are allowed.
- c. Each load must be accompanied by a Surplus Property PDA form, to be provided and stamped by Surplus Property Department (SPD) or a DCPS Logistics Dump Slip.

THE TRANSFER CLERK NEEDS THIS FORM to issue a disposal receipt, return receipt to SPD.

- a. All items marked for Recycle will be delivered to Smith & Son Recycle Plant – 2001 Kenilworth Ave, Capital Heights MD, 20743
- b. Hours of operation: Mon – Friday 7am - 4pm, Sat 7:30am – 11am, Multiple truck loads are allowed.
- c. Each load must be accompanied by a Surplus Property Scrap Delivery Ticket, SPD to provide and stamp. **THE ATTENDANT NEEDS THIS** ticket to issue a weigh receipt, the returned weight receipt and all monies associated with it will be handled by the awarded contractor.

C.11 SUPPLIES

C.11.1 The Contractors shall provide all necessary moving and packing supplies for all vehicles and as requested to ensure all moves are done properly i.e., dollies, truck straps, hand trucks, tape, packing boxes, large Gaylord bins, bubble wrap, shrink wrap, stair climbers, loading ramps and dock plates etc.
at no cost to DCPS for these items are necessary to complete the daily tasks.

The below highlighted supplies shall remain the property of DCPS to ensure ease of movement and proper transportation for all equipment and materials and shall not be retained by the Contractor:

- 100 Large Gaylord Bins 48x24x28 at the beginning of the contract and 100 every 3 months thereafter.

- 1000 Packing boxes 12x12x12 (One time only as soon as Contractor begins the work)
- 500 Book boxes 16x12x12 (One time only as soon as Contractor begins the work)
- 300 Rolls of Packing Tape (Industrial Tape - Heavy Duty 3.5 MIL) (One time only as soon as Contractor begins the work)
- 25 large rolls of Bubble wrap (UPSable Bubble Roll - 12" x 300', 3/16", Perforated) (One time only as soon as Contractor begins the work)
- 50 large rolls of Shrink wrap at the beginning of the contract and as needed throughout the duration of the contract. (One time only as soon as Contractor begins the work)
- **10 dollies per truck • 1 hand truck per truck • 6 bins per truck • 4 cargo straps per truck**

C.11.2 DCPS will provide a space within the building for the contractor to store dollies.

C.12 POLICY FOR LOSS, DAMAGE AND THEFT

Upon award of this contract the contractor shall provide a policy to address loss, damage, and theft that occurs or is claimed to occur during all logistical processes. This policy should include insurance coverage, if applicable, and provide a process explaining how DCPS employees can file claims for missing or damaged items and how such claims will be responded to.

C.13 Unusual Incidents

C.13.1 The contractor shall report unusual incidents by email or telephone to the Logistics Manager within 24 hours, and in writing within five (5) days. An unusual incident is an event that affects staff (DCPS employees or the contractor’s staff) which is significantly different from the regular routine or established procedures. Examples include but are not limited to death; injury; staff negligence; physical, sexual, or verbal abuse; complaints from schools; or requests for information from the press, attorneys, or Government officials outside of DCPS.

C.13.2 The initial report shall include the date, time, place, person(s) involved, and a brief description of the incident. A full written report of the unusual incident addressing steps taken to resolve the problem shall be forwarded to the Logistics Manager within the five (5) day period.

C.14 REPORTING REQUIREMENTS

Contractor(s) shall satisfy the following requirements:

1. Contractor(s) shall provide monthly tracking sheet of Purchase Order balance for reconciliation.
2. Contractor(s) Project Manager shall meet with Logistics Manager monthly for labor optimization.

3. Contractor(s) shall not invoice DCPS for Project Manager Service. DCPS assumes the Contractor(s) Project Manager is a support service internal to Contractor(s), whose cost(s) is absorbed by the Contractor(s)
4. Contractor(s) shall provide timesheets for all employees by close of business Monday following the previous work week for approval prior to being invoiced.
5. All invoices must be checked for accuracy prior to being submitted to the DCPS Accounts Payable Department.
6. Once invoices are submitted a date stamped copy will be e-mailed to the Project Manager as proof of submission.

C.16 APPLICABLE DOCUMENTS

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

| Item No. | Document Type | Title | Date |
|-----------------|----------------------|-------------------------------------|-------------|
| 1 | PDF | Warehouse SOP | |
| | PDF | Warehouse Statement of work. | |

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number *five (5) Inspection of Supplies AND/OR clause number six (6), Inspection of Services* of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period starting from the date of award through September 30, 2024. This contract has a Base Year and four (4) Option Year Periods to be exercised solely at the discretion of the DCPS.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.2.1 The District may extend the term of this contract for a period of four (4) option years, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the district will give the Contractor preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the district 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 sixty (60) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.2.2 If the District exercises the option, the extended contract shall be considered to include this option provision.
- F.2.3 The price for the option period(s) shall be as specified in the Section B of the contract.
- F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the district’s requirements and submit each deliverable to the Contract Administrator identified in section G.9 in accordance with the following:

| Item Number | Deliverable | Quantity | Format/Method of Delivery | Due Date |
|--------------------|------------------------------|-------------------------|----------------------------------|--|
| 1 | List of drivers & Laborers | 5 drivers & 12 laborers | PDF | Upon award of the contract |
| 2 | Monthly tracking sheets | | PDF | Monthly |
| 3 | Timesheets for all employees | | PDF | By close of business Monday following the previous work week |

- F.3.1 The Contractor shall submit to the district, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source

Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the district shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.1.3 Payments will be based upon Section B (Price and Cost Schedules) and Section F (Deliverables).

G.2 INVOICE SUMMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.2.2 The Contractor shall submit proper invoices on a weekly basis to the Logistics Specialist for review and approval prior to submitting to Accounts payable or as otherwise specified in Section G.4.

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.2.3.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal).

G.2.3.2 Contract number and invoice number.

G.2.3.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed.

G.2.3.4 Other supporting documentation or information, as required by the Contracting Officer.

G.2.3.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.

G.2.3.6 Name, title, phone number of persons preparing the invoice.

G.2.3.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.3.8 Authorized signature.

G.2.4 The Contractor shall also simultaneously submit all invoice packets referenced in G.1.2 to the assigned DCPS Contract Administrator and Invoicing Designee for review. Payment shall be made within 30 days of DCPS submitting the invoice to DC OCFO for payment.

The name and address of the Contract Administrator is:

Roger L. Asterilla
Director, Warehouse & Logistical Operations
Office of the Chief Operating Officer
District of Columbia Public Schools
2000 Adams Place NE
Washington, DC 20018
Telephone: Office: 202 -478-1401
Email: Roger.asterilla@k12.dc.gov.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the district if:

- a) The amount due on the deliveries warrants it; or
- 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.

G.4.2 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the Presentation of a properly executed invoice, Section G.2.

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 because of the performance of this contract.

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1.5% 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:

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

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

- G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the district that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product.
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3 **Subcontract requirements**
- G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

LaVeta Hilton
Contracting Officer
Office of Contracts and Acquisitions
District of Columbia Public Schools
1200 First Street NE, 9th Floor.
Washington, DC 20002
Telephone: 202-442-5136
laveta.hilton@k12.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 CONTRACT ADMINSTRATOR (CA)

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

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

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

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

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

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

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

**Roger L. Asterilla
Director, Warehouse & Logistical Operations
Office of the Chief Operating Officer
District of Columbia Public Schools
2000 Adams Place NE
Washington, DC 20018**

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

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

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

G.10 ORDERING CLAUSE

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

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

G.10.3 If mailed, a delivery order or task order is considered “issued” when the district deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce method.

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 Wage Determination No. 2015-4281, Revision 27, dated. 06/30/2023, 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 **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

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

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

(1) Pay.

(2) Accumulated seniority and retirement.

(3) Benefits; and

(4) Other applicable service credits.

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

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

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

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

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

(a) New employees at the commencement of employment.

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2219.01 *et seq.* (First Source Act).

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

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

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

- H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

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 paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts

shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

- H.9.1.3 A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5 A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after awarding with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall endure to the benefit of the district.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor.
- (2) A current certification number of a small or certified business enterprise.
- (3) The scope of work to be performed by each subcontractor; and (4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts

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

H.10 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.10.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

- (a) Contractor staff who will work directly with youth and students.
- (b) Contractor staff accessing DCPS locations.

H.10.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

- (a) N/A. As no contractor staff is authorized to transport DCPS students.

H.10.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.10.4 The Contractor shall inform all applicants requiring a traffic record check that a traffic record check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.10.5 The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:

- (A) a written authorization which authorizes the district to conduct a criminal background check.
- (B) a written confirmation stating that the Contractor has informed him or her that the district is authorized to conduct a criminal background check.

- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the district or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson.
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm.
 - (iii) Burglary. (iv) Robbery.
 - (v) Kidnapping.
 - (vi) Illegal use or possession of a firearm.
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults.
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of our possession with intent to distribute a controlled substance.
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.10.6 The Contractor shall inform each applicant, employee, and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.10.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check.
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.X.5(C);

- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report.
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

H.10.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.10.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.10.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.10.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.10.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The district shall not make any separate payment for the cost of criminal background and traffic record checks.

H.10.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.10.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

H.10.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

- H.10.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.10.1 and H.10.2.
- H.10.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR/CA after his or her assessment of a criminal background or traffic record check.
- H.10.18 The COTR/CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.10.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.10.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.11 FAIR CRIMINAL RECORD SCREENING

- H.11.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (“Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.11.2 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.11.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.11.4 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.11.5 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.11.6 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.12 DISTRICT RESPONSIBILITIES

H.12.1 DCPS will provide a copy of the Standard Operating Procedures (SOP) so that the Contractor(s) are aware of what are being communicated to and from the schools.]

H.12.1 DCPS will provide space for the Contractor(s) to store the dollies.

H.13 CONTRACTOR RESPONSIBILITIES

H.13.1 The Contractor responsibility is successful performance of this contract as described in Section C and F, and other sections of this RFP.

H.13.2 If the Contractor(s) claims to have X - number of drivers, laborers, trucks etc., the contractor shall provide evidence to prove it.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.go>, , under Quick Links click on "Required Solicitation Documents".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

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 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 during 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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the district will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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 submit a Certificate of Insurance to the Contracting Officer (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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, 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 and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, 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.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

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 in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia

- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
- b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
- c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$2,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.

5. 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.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by The Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO 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 Government of 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.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insurance required of Contractor. Should the Contractor 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 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. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. 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.

E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

G. 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 Government of the District of Columbia.

- H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I. 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 cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.
- J. CERTIFICATES OF INSURANCE. The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

**And mailed to the attention of:
Ameer M. Abdullah, Sr.
District of Columbia Public Schools
1200 First Street NE 9th Floor
Washington, DC 20002
(202) 515-6454
Email: ameer.abdullah@k12.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).

- K. DISCLOSURE OF INFORMATION. The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.

- L. **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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. **WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended.
- (6) RFP

I.11 DISPUTES

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of

contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute.
 - (ii) Data or other information in support of the claim.
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iii) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute.
 - (ii) Refer to the pertinent contract terms.
 - (iii) State the factual areas of agreement and disagreement.
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding.
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted.
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the district for an amount equal to the unsupported part of the claim in addition to all costs to the district attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the district seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the district against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute.
 - (ii) Refer to the pertinent contract terms.
 - (iii) State the factual areas of agreement and disagreement.
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding.
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted.
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

SECTION J: ATTACHMENTS

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

| Attachment Number | Document | To Be Submitted with Bid |
|-------------------|--|--------------------------|
| J.1 | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on “Solicitation Attachments” | No |
| J.2 | U.S. Department of Labor Wage Determination NO.: 2015-4281, Revision No.: 27, Date of Revision: 06/30/2023 | No |
| J.3 | Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments” | Yes |
| J.4 | Department of Employment Services First Source Employment Agreement | Yes |
| J.5 | Way to Work Amendment Act of 2006 - Living Wage Notice | No |
| J.6 | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet | No |
| J.7 | Tax Certification Affidavit, www.ocp.dc.gov | Yes |

| | | |
|------|--|-----|
| J.8 | Certificate of Clean Hands | Yes |
| J.9 | Subcontracting Plan (if required by law) available at www.ocp.dc.gov click on “Solicitation Attachments” | Yes |
| J.10 | First Source Initial Employment Plan (if contract is \$300,000 or more) | Yes |
| J.11 | Bidder/Offeror Certification Form available at http://ocp.dc.gov , click on “Solicitation Attachments | Yes |

NOTE 01: Use the link <https://ocp.dc.gov> to obtain and complete all listed mandatory attachments following the instructions thoroughly.

NOTE 02: Contractors **shall submit** documents with their proposals which denotes **“Yes”** at the right column.

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

Bidder/Offeror Certification Form
available at <http://ocp.dc.gov>, click on “Solicitation Attachments

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

L.1.1.1 The District intends to award [multiple contract[s] resulting from this solicitation to the responsible offeror[s] whose offer[s] conforming to the solicitation will be most advantageous to the district, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.1.2 DCPS may evaluate proposals and award a contract without discussions. Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a technical and price standpoint. DCPS reserves the right to conduct discussions if the Contracting Officer (CO) determines discussion is in the best interest of the DCPS.

L.1.1.3 Failure to submit any of the information, attachment (Section J) or any of the mandatory documents requested by this solicitation may be cause for unfavorable consideration.

L.1.1.4 Upon receipt, all proposals become DCPS property.

- L.1.1.5 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the district.
- L.1.1.6 The District may award more than one Indefinite Delivery Indefinite Quantity (IDIQ) Contracts with the Time and Material TM and Labor Hours (LH) CLINs resulting from this solicitation to the responsive and responsible offeror whose proposal is determined to be the most advantageous offer with regards to price and other factors.
- L.1.1.7 Offerors' price shall be valid for no less than 90 days.
- L.1.1.8 The contractors shall submit proposals for the base year and option year one through option year four as set forth in section B.

L.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.3 PROPOSAL ORGANIZATION AND CONTENT:

- L.3.1 The offeror(s) shall submit one (1) original electronic copy of the proposal and associated attachments. The proposal shall be submitted in one part titled, "Price Proposal." The electronic proposals shall have a 12-point font size on 8.5" by 11" paper size. Telephonic, telegraphic, and facsimile proposal will not be accepted. Proposal shall be submitted via dcpsoca.inquiries@k12.dc.gov, and file marked: "Proposal in Response to Solicitation No. GAGA-2024-I-0022, Moving, Warehouse and Logistical Support."
- L.3.2 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.3.3 Offerors shall be fully responsible for submitting Certificate of Insurance (COI) and all attachments listed in Section J and other parts of the solicitation. It is solely the offeror's responsibility to complete, sign and submit all Representations, Certifications and Acknowledgments. Failure to do so may result in a proposal rejection.

L.4 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

L.4.1 In addition to the proposal submission requirements in Section L.3 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 DCPS website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS:

L.5.1 Proposal Submission

L.5.1.1 Proposals must be submitted **no later than Monday, November 6, 2023 at 1:00pm EST.**

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

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

L.5.1.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via email notification to the Contracting Officer at any time before the closing date and time for receipt of proposals.

L.5.1.3 Late Proposals

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

L.5.1.4 Late Modifications

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

L.5.1.5 Cost/Price Proposal -- shall be organized to reflect the vendors best pricing for this requirement.

L.5.1.6 Offerors shall provide in its proposal the prices as described and depicted in Section B.4 (B.4.1.1 thru B.4.1.5) for the base period and each option year periods, and the grand total amount of the base and all option year periods.

L.5.1.7 The fixed hourly labor rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses and profit.

L.5.1.8 The offerors must agree to hold the price in its offer firm for 90 calendar days from the date specified for receipt of offers unless another time is specified in an addendum to the RFP.

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".

L.6.2 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.6.3 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

L.7.1 The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS:

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

L.9 UNNECESSARILY ELABORATE PROPOSALS:

L.9.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS:

L.10.1 All proposal documents will be the property of the district and retained by the district, and therefore will not be returned to the offerors.

L.11 PROPOSAL COSTS:

L.11.1 The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 CERTIFICATES OF INSURANCE:

L.12.1 Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Ameer M. Abdullah, Sr.
Senior Contract Specialist
District of Columbia Public Schools
Office of Contracts and Acquisitions
1200 1st Street, NE -- 9th Floor.
Washington, DC 20002
O: 202-515-6454
E-Mail: ameer.abdullah@k12.dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS:

L.13.1 The offeror shall acknowledge receipt of any amendment to this solicitation via signed copies of the amendments submitted with the proposals. The district must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS:

L.14.1 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 offerors.
- L.15.2 A copy of each District of Columbia license, registration, or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS:

L.16.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17 GENERAL STANDARDS OF RESPONSIBILITY:

L.17.1 The prospective contractor must demonstrate to the satisfaction of the district its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the district.

L.17.2 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to fulfil the contract.
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments.
- (c) Has a satisfactory performance record.
- (d) Has a satisfactory record of integrity and business ethics.
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations.
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq.
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills.
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities.
- (i) Has not exhibited a pattern of overcharging the district.

- (j) Does not have an outstanding debt with the district or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.19.3 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 decide contractor responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the district. The offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standards of Responsibility. At a minimum, the offeror must provide any one of the financial documents such as:

- o Balance Sheet, or
- o Cash Flow Statement, or
- o Letter of Credit from an accredited financial institution.

L.19 PRE-PROPOSAL CONFERENCE

L.19.1 A pre-proposal conference will not be held.

L.20 SIGNING OF PROPOSAL

L.20.1 The Contractor shall sign the proposal and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initiated by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.20.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

L.21 PAY-TO-PLAY PROHIBITION

L.22 GENERAL PROHIBITION

L.22.1 No business entity shall be eligible for award of District contracts after November 8, 2022 if the business entity or any of its principals contributes to a candidate for political office in violation of this chapter. Nothing in this chapter shall be construed as prohibiting any candidate for public office from self-financing his or her own campaign.

L.23 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE MAYOR

L.23.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

L.23.2 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

L.23.3 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date of contract award through one year after the contract ends or is terminated.

L.23.4 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with

a Councilmember for the period from the date the solicitation opened through the date of contract award through one year after the contract ends or is terminated.

L.24 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE ATTORNEY GENERAL

L.24.1 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

L.24.2 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest

L.24.3 For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date of contract award through one year after the contract ends or is terminated.

L.24.4 For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends or is terminated.

L.25 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE COUNCIL

L.25.1 For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is cancelled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

L.25.2 For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends or is terminated.

L.26 PROHIBITED CONTRIBUTIONS: TERM CONTRACTS

L.26.1 No business entity that has been awarded a term contract (including indefinite delivery/indefinite quantity contracts, requirements contracts, or a D.C. supply schedule contract) with a ceiling of \$250,000 or greater nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period beginning November 9, 2022 or the date the business entity submits its application, which every occurs later, through one year after the contract ends or is terminated.

L.27 CERTIFICATION BY BUSINESS ENTITIES

L.27.1 Every business entity seeking a contract with a maximum aggregate value of \$250,000 or more shall certify that it and its principals are in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*).

L.27.2 Every business that has successfully been awarded a District contract with a maximum aggregate value of \$250,000 or more shall re-certify that it and its principal are in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*) prior to the exercise of any option period of that contract.

L.28 MANDATORY DISCLOSURES

1.28.1 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal the names, official title, and home addresses, of its principals as of the date of the solicitation in accordance with the instructions contained in the solicitation.

L.28.2 Each business entity that has made a disclosure pursuant to section 3906.1 of this chapter shall provide updates as to its principals that occur while the solicitation is pending. Successful awardees shall advise the District as to any change to its principals during the pendency of the contract's period of performance.

L.28.3 For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal a list of any other contract or contracts it currently holds, or is seeking to obtain, from any district agency or instrumentality that contains the following information:

- (a) The procuring agency;
- (b) The program agency;
- (c) The maximum aggregate value of the contract; and
- (d) The date the contract was awarded.

L.29 PENALTIES

L.29.1 A violation of this this chapter by a business entity or any of its principals shall be cause for debarment pursuant to section 907 of the Procurement Practices Reform Act of 2010, effective Apr. 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-359.07), and termination of the contract for default.

L.30 DEFINITIONS

L.30.1 When used in this chapter, the following terms and phrases shall have the meanings ascribed:

“Business entity” – any for-profit or not-for-profit organization or legally-recognized entity established primarily for a commercial purpose or to engage in a trade or revenue-generating activity including, but not limited to, sole proprietorships, business corporations, non-profit corporations, professional corporations or associations, general partnerships, limited partnerships, limited liability companies, general cooperative associations, limited cooperative associations, unincorporated non-profit associations, benefit corporations, educational institutions, or statutory trusts.

“Maximum aggregate value” – the total sum of the contract ceiling including the base period and any subsequent option periods or extensions.

“Principal” – Any senior officer of a business entity, including an owner or co-owner, president, chief executive officer, chief operating officer, chief financial officer, treasurer, member, partner, or similar position which either sets or is authorized to set or otherwise influences the overall strategy of the business entity. A dean of an educational institution is not a “principal” within the meaning of this definition.

“Seeking” – The act of any business entity submitting a bid or proposal to any contracting authority of the District of Columbia, or submitting an application to participate in DC Supply Schedule

SECTION M: EVALUATION FACTORS

M.4 EVALUATION CRITERIA:

A Contract will be awarded to the Lowest, Responsive and Responsible Bidder.

M.4.2 PRICE CRITERION:

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

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

M.4.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.6.2 (12 Points Maximum)

M.4.4 TOTAL POINTS: (112 Points Maximum)

M.4.4.1 Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

M.5 EVALUATION OF OPTION YEARS:

M.5.1 The District will evaluate offers for award purposes by evaluating the total price for **all** options as well as the base year. Evaluation of options shall not obligate the district to exercise them. The total District’s requirements may change during the option years. The quantities to be awarded will be determined at the time each option is exercised.

M.6 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.6.1. Application of Preferences

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

- M.6.1.1 A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.6.1.2 A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.6.1.3 A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.6.1.4 A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.5 A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.6 A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.7 A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- M.6.1.8 A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.6.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled is twelve per cent (12%). There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.3 Preferences for Certified Joint Ventures

A joint venture certified by DSLBD for this solicitation will receive preferences as a prime contractor as determined by DSLBD.

M.6.4 Verification of Bidder's Certification as a Certified Business Enterprise

- M.6.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.
- M.6.4.2 Any bidder seeking certification 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.6.4.3 All offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

END OF THE DOCUMENT