

SOLICITATION, OFFER, AND AWARD Government of the District of Columbia				1. Caption		Page 1 of 64 Pages	
				Warehouse, Moving & Logistics Services		1	59
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		GAGA-2026-R-0174			Sealed Bid (IFB)	July 27, 2026	
				X	Sealed Proposals (RFP)		
					Other		
						6. Type of Market	
						X	Open
							Set Aside
							Open with Sub-Contracting Set Aside
7. Issued By: District of Columbia Public Schools (DCPS) Office of Fiscal Strategy, Contracts and Acquisitions Division 1200 First Street N.E., 9 th floor Washington, D.C. 20002				8. Address Offer to: DCPS.ProcurementOps@k12.dc.gov			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers and/or Bids for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, no later than 1:00pm EST Friday, August 14, 2026.							
CAUTION: Late Submissions, Modifications, and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone Number		C. E-mail Address	
		Aaron Street		202.442.5120		aaron.street@k12.dc.gov	
11. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I- THE SCHEDULE				PART II- CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	01	X	I	Contract Clauses	33 to 47
X	B	Supplies or Services and Price/Cost	02 to 07	PART III- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	07 to 18	X	J	List of Attachments	48
X	D	Packaging and Marking	18	PART IV- REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	18	Representations, Certifications, and other Statements of Offerors			
X	F	Deliveries or Performance	18 to 19				
X	G	Contract Administration Data	20 to 24	X	L	Instructions, Conditions & Notices to Offerors	50 to 55
X	H	Special Contract Requirements	24 to 33	X	M	Evaluation Factors for Award	55 to 59
OFFER							
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above, to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						___ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number(s)		Date	Amendment Number	Date
15A. Name and Address of Offeror						16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone			☐ 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature	
(Area Code)	(Number)	(Ext)					
						18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items numbered			20. Amount			21 Accounting and Appropriation Data	
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)		24. Award Date

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

- B.1** The District of Columbia Office of Contracting and Procurement, on behalf of Office of the Chief Operating Officer (OCCO), Warehouse & Logistical Operations (District) is seeking a contractor provide Warehouse, Moving and Logistical Support.
- B.2** The District contemplates award of DCPS contemplates awarding one contract but reserves the right to award multiple awards as deem beneficial to DCPS.
- B.2.1 DCPS will not pay any fees, costs, or charges not clearly identified in the Contractor's proposal and/or any subsequent contracts executed between the Contractor and DCPS.
- B.2.2 DCPS reserves the right to add additional points of service and related supply delivery.
- B.2.3 DCPS will not pay any fees, costs, or charges not clearly identified in the Contractor's proposal and/or any subsequent contracts executed between the Contractor and DCPS.
- B.2.1** The award will be made based on fair and reasonable pricing of the proposed services with the best value for DCPS. This is a Firm-fixed Contract with a fixed priced CLINs Contract, where the District will purchase the articles of services and supplies described in the awarded contract. In the event of any assignment, the contractor shall remain liable to DCPS for the performance of all its obligations under the contract.

B.3 **PRICE SCHEDULE/COST SCHEDULE – IDIQ Requirement contract with the Time and Material (T&M)/Labor Hour (LH) REQUIREMENTS CONTRACT**

B.3.1 PRICE SCHEDULE

B.3.2 BASE YEAR **October 1, 2026, through 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)
0001	Supervisor	\$_____	0	\$_____	50	\$_____
0002	Driver	\$_____	40	\$_____	500	\$_____
0003	Laborer	\$_____	100	\$_____	500	\$_____
0004	Furniture Installer	\$_____	20	\$_____	300	\$_____
0005	Warehouseman	\$_____	40	\$_____	500	\$_____
Subtotal	Labor Hours		200	\$_____	1,850	\$_____
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	\$ _____
Subtotal	Trucks			\$ _____	465	\$ _____
CLIN 0009	Description (FFP CLINs)					
0009A	Packing Tape (Industrial Tape– Heavy Duty 3.5 MIL					
0009B	Shrink Wrap (Large Rolls)					
0009C	Large Gaylord Bins (48x24x28)					
0009D	Packing Boxes (12x12x12)					
0009E	Book Boxes (16x12x12)					
0009F	Large Rolls of Bubble Wrap (UP Sable Bubble Roll, 12”x300’x3/16”, Perforated)					
Grand Total for B.3.2.1	\$ _____		\$ _____		\$ _____	

The contractor shall submit calculation spreadsheet (J.13) attached with their proposal.

B.3.3 OPTION YEAR ONE

October 1, 2027, through 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)
0001	Supervisor	\$ _____	0	\$ _____	50	\$ _____
0002	Driver	\$ _____	40	\$ _____	500	\$ _____
0003	Laborer	\$ _____	100	\$ _____	500	\$ _____
0004	Furniture Installer	\$ _____	20	\$ _____	300	\$ _____
0005	Warehouseman	\$ _____	40	\$ _____	500	\$ _____
Subtotal	Labor Hours		200	\$ _____	1,850	\$ _____
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	\$ _____
Subtotal	Trucks			\$ _____	465	\$ _____

CLIN 0009	Description (FFP CLINs)					
0009A	Packing Tape (Industrial Tape– Heavy Duty 3.5 MIL					
0009B	Shrink Wrap (Large Rolls)					
0009C	Large Gaylord Bins (48x24x28)					
0009D	Packing Boxes (12x12x12)					
0009E	Book Boxes (16x12x12)					
0009F	Large Rolls of Bubble Wrap (UP Sable Bubble Roll, 12"x300"x3/16", Perforated)					
Grand Total for B.3.3.1	\$ _____		\$ _____		\$ _____	

The contractor shall submit calculation spreadsheet (J.13) attached with their proposal.

B.3.4 OPTION YEAR TWO

October 1, 2028, through September 30, 2029

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)
0001	Supervisor	\$ _____	0	\$ _____	50	\$ _____
0002	Driver	\$ _____	40	\$ _____	500	\$ _____
0003	Laborer	\$ _____	100	\$ _____	500	\$ _____
0004	Furniture Installer	\$ _____	20	\$ _____	300	\$ _____
0005	Warehouseman	\$ _____	40	\$ _____	500	\$ _____
Subtotal	Labor Hours		200	\$ _____	1,850	\$ _____
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	\$ _____
Subtotal	Trucks			\$ _____	465	\$ _____
CLIN 0009	Description (FFP CLINs)					
0009A	Packing Tape (Industrial Tape– Heavy Duty 3.5 MIL					

0009B	Shrink Wrap (Large Rolls)					
0009C	Large Gaylord Bins (48x24x28)					
0009D	Packing Boxes (12x12x12)					
0009E	Book Boxes (16x12x12)					
0009F	Large Rolls of Bubble Wrap (UP Sable Bubble Roll, 12"x300"x3/16", Perforated)					
Grand Total for B.3.4.1	\$ _____		\$ _____		\$ _____	

The contractor shall submit calculation spreadsheet (J.13) attached with their proposal.

B.3.5 OPTION YEAR THREE

October 1, 2029, through September 30, 2030

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)
0001	Supervisor	\$ _____	0	\$ _____	50	\$ _____
0002	Driver	\$ _____	40	\$ _____	500	\$ _____
0003	Laborer	\$ _____	100	\$ _____	500	\$ _____
0004	Furniture Installer	\$ _____	20	\$ _____	300	\$ _____
0005	Warehouseman	\$ _____	40	\$ _____	500	\$ _____
Subtotal	Labor Hours		200	\$ _____	1,850	\$ _____
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	\$ _____
Subtotal	Trucks			\$ _____	465	\$ _____
CLIN 0009	Description (FFP CLINs)					
0009A	Packing Tape (Industrial Tape– Heavy Duty 3.5 MIL					
0009B	Shrink Wrap (Large Rolls)					
0009C	Large Gaylord Bins (48x24x28)					
0009D	Packing Boxes (12x12x12)					

0009E	Book Boxes (16x12x12)					
0009F	Large Rolls of Bubble Wrap (UP Sable Bubble Roll, 12"x300"x3/16", Perforated)					
Grand Total for B.3.5.1	\$_____		\$_____		\$_____	

The contractor shall submit calculation spreadsheet (J.13) attached with their proposal.

B.3.6 OPTION YEAR FOUR**October 1, 2030 through September 30, 2031**

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)
0001	Supervisor	\$_____	0	\$_____	50	\$_____
0002	Driver	\$_____	40	\$_____	500	\$_____
0003	Laborer	\$_____	100	\$_____	500	\$_____
0004	Furniture Installer	\$_____	20	\$_____	300	\$_____
0005	Warehouseman	\$_____	40	\$_____	500	\$_____
Subtotal	Labor Hours		200	\$_____	1,850	\$_____
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	\$_____
Subtotal	Trucks			\$_____	465	\$_____
CLIN 0009	Description (FFP CLINs)					
0009A	Packing Tape (Industrial Tape— Heavy Duty 3.5 MIL					
0009B	Shrink Wrap (Large Rolls)					
0009C	Large Gaylord Bins (48x24x28)					
0009D	Packing Boxes (12x12x12)					
0009E	Book Boxes (16x12x12)					

0009F	Large Rolls of Bubble Wrap (UP Sable Bubble Roll, 12"x300"x3/16", Perforated)					
Grand Total for B.3.6.1	\$ _____		\$ _____		\$ _____	

The contractor shall submit calculation spreadsheet (J.13) attached with their proposal.

- B.4** An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.
- B.5** For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

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 October 01, 2026, through September 30, 2027, 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 schedule, 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 increasing the probability of meeting of all established DCPS program goals and schedules. Established tasks, and goals that are schedule 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 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)

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.
- d) Off-site supervision.
- e) Manage scheduling and timesheets of contract labor force.
- f) Ensure labor continuously meets standards set forth in contract
- g) Ensure rules and regulations are followed by labor force
- h) Liaison between DCPS Logistics Management and Contract Project Manager
- i) Customer service and support
- j) Ability to operate a computer and manage databases

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. Disposal of furniture, fixtures, and equipment. Miscellaneous property disposal as required.
- d. Delivery furniture, fixtures, equipment, shipments, and miscellaneous property to designated areas and facilities as designated by the Logistics Manager.
- e. 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 physical up to date.
- f) All drivers are expected to work as a laborer 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 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 qualified 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.

Offerors SHALL complete the Qualification Matrix Spreadsheet, Attachment J.12 and submit the completed spreadsheet with their proposal. Mandatory licenses shall be submitted with the proposal. DCPS reserves the right to verify submitted information, documents, and evidence.

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. Contract(s) period of performance shall be from October 01, 2026 to September 30, 2027, 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. Break 1: 10:30 a.m. to 10:45 a.m. EST
 - b. Lunch: 12:30 p.m. to 1:00 p.m. EST
 - c. Break 2: 2:30 p.m. to 2:45 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 capacity of vehicles i.e., vans, 26 ft trucks or personnel to meet the requested needs of the schools.
- F. The DCPS Logistics Team is requiring 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 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 maintaining 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 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 to add 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) are 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 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. 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.

For Recycle:

- 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, 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.

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 through 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

The contractor shall provide a policy to address loss, damaged, 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.2 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	As Needed

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 of October 01, 2026, thru September 30, 2027. This contract has a Base Year and four (4) Option Year Periods from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

- F.2.3** The price for the option period shall be as specified in the Section B of the contract.

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 (CA) identified in section G.9 in accordance with the following:

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

SECTION G: CONTRACT ADMINISTRATION**G.1 INVOICE PAYMENT**

- G.1.1** The 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.2 INVOICE SUBMITTAL

- 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 monthly basis 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.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** Should be based upon Section B (Price Schedules) and Section F (Deliverables).

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the

invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

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

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

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

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

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

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

G.6.2 Payments to Subcontractors

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

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

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

G.7 CONTRACTING OFFICER (CO)

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

Tabitha Woods Jackson

Office of Fiscal Strategy
Contracts and Acquisitions Division
District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: tabitha.woods.jackson@k12.dc.gov.

Contract Specialist:
Aaron Street, Senior Contract Specialist
Office of Fiscal Strategy
Contracts and Acquisitions Division
District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: aaron.street@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 ADMINISTRATOR (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
Rober.astrellia.k12.dc.gov.

- 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.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2020-0083, Revision No.: 37, dated May 14, 2026, 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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

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

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

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

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

- H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 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 proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be

with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- H.9.1.5** If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.1 Subcontracting Requirements

- H.9.1.1** The Director of the Department of Small and Local Business Development (DSLBD) has not approved a waiver of the mandatory subcontracting requirements for this contract.
- H.9.1.2** 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.9.1.3** 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.9.1.4** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.5** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be

amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

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

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

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

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

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

H.11 DISTRICT RESPONSIBILITIES

H.11 SPECIAL CONTRACT REQUIREMENTS

H.11 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.11.1 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:

- Any position that enters the school building.

H.11.2 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:

- N/A

H.11.3 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.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.11.5 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 or 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.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.11.7 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.11.8 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.11.9 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.11.10 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.11.11The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.11.12The 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.11.13The 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.11.14The 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.11.15The 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.11.16Unless 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.

H.11.17An employee or unsupervised volunteer may be subject to administrative action, including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

H.11.18The 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.11.19If 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.11.20Criminal 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.

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

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

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

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the

Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor 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. 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 for each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury aggregate limit.

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 2010 0413 and CG2037 04 13 (or its 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
 - 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. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

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 its equivalent)
- f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Contractors providing transportation:

Contractors providing transportation must additionally comply with the following:

- a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of \$1.5 million in combined (bodily injury and physical damage) coverage, or
- b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of \$5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following

Licensing Requirements as applicable:

- a) Commercial Driver's License (CDL) with the following endorsements:
 - i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
 - ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
- b) Valid (unexpired) US Department of Transportation Medical Examiner Certification ("Medical Card").
- c)

For Contractors using District Government-Owned Vehicles:

Agencies that provide Contractors with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Contract. Contractor and its subcontractors are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the contract and approved in writing by the Contracting Officer, or otherwise provided by law. Contractor shall obtain automobile liability insurance with a minimum combined single limit of \$1,000,000 to cover bodily injury and property damage to protect the Contractor and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

- 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; and
- c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contract, Contractor shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

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. Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, 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), 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 with minimum limits of \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. 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. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management for compliance review.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insured required of Contractor. Should the Contractor wish to propose different insurance requirements for the subcontractor than the ones outlined in the Contract, 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 to the CO. The CO will promptly provide in writing to the Contractor with a decision regarding the insurance requirements applicable to the subcontractor. When requested by the CO, 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 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:

Tabitha Woods Jackson
Contracting Officer
District of Columbia Public Schools
Office of Fiscal Strategy
Contracts and Acquisitions Division
1200 First Street, NE, 9th Floor
Washington, DC 20002
Phone: 202-442-5136
Email: tabitha.woods.jackson@k12.dc.gov.

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes, in its place:

14. 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.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work

increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:

- (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
- (2) Obtains a certification of funding to pay for the additional work;
- (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
- (4) Provides the Contractor with written notice of the funding certification.

(c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:

- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
- (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.

(d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (b) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex

discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a

result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination 2020-0083, Revision No.: 37, dated May 14, 2026.
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”

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

Bidder/Offeror Certification Form

available at <http://ocp.dc.gov>,
under Quick Links click on “Required Solicitation Documents”

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 SELECTION OF NEGOTIATION PROCESS

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

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

L.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.2.7 The District will reject any offer that fails to include a subcontracting plan that is required by law.

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

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

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

L.4.1 Proposal Submission

L.4.1.1 Proposals must be fully uploaded to dcps.procurementops@k12.dc.gov by 1:00pm EST Friday August 14, 2026. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

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

L.4.2 Withdrawal or Modification of Proposals

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

L.4.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 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 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via dcps.procurementops@k12.dc.gov. The prospective offeror should submit questions by 12:00pm on Friday, July 31, 2026. The District may not consider any

questions received after 12:00pm on Friday, July 31, 2026. The District will furnish responses to the questions. An amendment to the solicitation will be issued if the CO determines that information is necessary for submitting bids or if its absence would be prejudicial to any prospective bidder. Oral explanations or instructions provided by District officials prior to the award of the contract will not be binding. The amendment will be posted on the DCPS website on Tuesday, August 04, 2026, by 5:00pm EST.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

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:

Tabitha Woods Jackson
Office of Fiscal Strategy
Contracts and Acquisitions Division
District of Columbia Public Schools
1200 First St. NE, 9th Floor
Washington, DC 20002
Email: tabitha.woods.jackson@k12.dc.gov.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. 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

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

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia,

the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; 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

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

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

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, 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.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the

Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL CRITERIA (70 Points Maximum)

Method of Approach shall be determined following the completion of both below subfactors:

Written description of how the contractor(s) intends to execute all functions outlined in Service Descriptions. **(Points will be awarded based on quality of the response and feasibility)**, especially how the contractor will handle the fluctuation, increase in requirement.

Subfactor A: Contractor(s) shall provide a written statement outlining past experiences within the past 5 years of the date of receipt of this request for proposal. For each contract with DCPS that the contractor(s) performed: **(20 Points)**

- i. Description of services rendered
- ii. Resources committed to the contract
- iii. Length and total dollar amount of contract
- iv. Point(s) of contact within DCPS for the contract awarded
- v. 5 points will be awarded per contract the contractor has satisfied with DCPS in the 5-year period.

Subfactor B: Resource Capacity (20 Points)

Contractor(s) shall provide a complete list of resources available to include:

- i. Trucks and vans
- ii. Laborers and Supervisors
- iii. Internal Employees
- iv. Equipment and Supplies
- v. Points will be awarded based on the following resource capacities:
- vi. 0-5 Trucks, 0-5 Vans, 0-20 Laborers/Drivers, 0-10 internal employees
- vii. 5-10 Trucks, 5-10 Vans, 20-40 Laborers/Drivers, 10-20 internal employees
- viii. 10-20 Trucks, 10-20 Vans, 40-60 Laborers/Drivers, 20-30 internal employees
- ix. 21+ Trucks, 21+ Vans, 61+ Laborers/Drivers, 31+ internal employees

Subfactor C: Outside of DCPS references and contracts of similar size and scope (20 Points)

Contractor(s) shall provide a written statement outlining past experiences within the past 5 years, listing three (3) comparable work/client references, preferably from other school districts, schools, and/or government agencies, for which the vendor has conducted the same or similar services

similar scope, size, and value of the contract. At a minimum for each reference the contractor(s) shall describe the below items:

- i. Organization's name (point of contact's full name, title, address, email, phone number)
- ii. Contract dollar amount
- iii. Start and end dates of contract
- iv. Brief description of services provided, including resources committed to the contract
- v. Number of assigned staff
- vi. 5 points will be awarded per contract the contractor has satisfied with DCPS in the 5-year period.

Subfactor D: Supplies (10 Points)

Contractor shall provide all necessary moving and packing supplies for all vehicles and as requested, See Section C.11.

M.3.2 PRICE CRITERION (30 Points Maximum)

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

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

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

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

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

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

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

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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