


<b>SOLICITATION, OFFER, AND AWARD</b>  Government of the District of Columbia	1. Caption		Page of Pages	
	<b>Additional Warehouse Logistical Support Spring/Summer Emergency School Opening</b>		1	

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	<b>GAGA-2018-I-0044</b>	<input checked="" type="checkbox"/> Sealed Bid (IFB)		Open
		<input type="checkbox"/> Sealed Proposals (RFP)		Set Aside
		<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside

7. Issued By: District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street, N.E. 9 <sup>th</sup> floor, Washington, D.C. 20002	8. Address Offer to:  <b>Same as Block 7</b>
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NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in **3 copies** for furnishing the supplies or services in the schedule shall be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, N.E., 9<sup>th</sup> floor, by **10:00am EST, May 11, 2018.**

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
	Zahra Hashmi	Phone 202- 442.5120	Fax	<a href="mailto:Zahra.hashmi@dc.gov">Zahra.hashmi@dc.gov</a>

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		X	I	Contract Clauses	
X	B	Supplies or Services and Price/Cost		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement		X	J	List of Attachments	
X	D	Packaging and Marking		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance		X	K	Representations, Certifications and other Statements of Offerors	
X	F	Deliveries or Performance					
X	G	Contract Administration Data		X	L	Instructions, Conditions & Notices to Offerors	
X	H	Special Contract Requirements		X	M	Evaluation Factors for Award	5

**OFFER**

12. The undersigned agrees, if this offer is accepted within 30 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	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone	<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code) (Number) (Ext)			

**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 the Office of the Chief Operating Officer (OCOO), Warehouse & Logistical Operations (District) is seeking a contractor to provide Warehouse Logistical Support SY2018 as outlined in the Statement of Work (SOW).
- B.2 The District contemplates award of one (1) Time and Material Contract in accordance with the DCMR Chapter 24.
- B.3 This contract is for full logistical support services for Modernizations, Moves, Emergency Support, School Opening Support, and other tasks as need arise, starting May 15, 2018 through September 30, 2018.
- B.4 **PRICE SCHEDULE/COST SCHEDULE—Time and Material (T&M)/Labor Hour (LH)**

**B.4.1 Price Schedule**

**May 15, 2018 thru September 30, 2018**

<b>Contract Line Item No. (CLIN)</b>	<b>Labor Category</b>	<b>Hourly Labor Rate *</b>
0001	Supervisor _____	\$ _____
0002	Driver	\$ _____
0003	Laborer	
0004	Warehouseman	\$ _____
<b>Subtotal</b>	<b>Labor Hours</b>	<b>\$ _____</b>
<b>CLIN</b>	<b>DESCRIPTION</b>	<b>Daily Rate</b>
0005	Cargo Van	\$ _____
0006	Large Truck (24 ft)	\$ _____
0007	Tractor Trailer	\$ _____

(DCPS) Estimated Not-to-Exceed Amount \$ 450,000.00\*\*

*\* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.*

*\*\* This is a rough estimate of the amount of services to be used by September 30, 2018, it is provided to give interested bidders an idea of the magnitude of work to be provided. It does not bind DC Government to spend all of these funds, neither does it give the awarded Contract right to bill for services not performed.*

- B.5 Any non-Certified Business Enterprise (CBE) bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

- B.6** For contracts more than \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.
- B.7** 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/SOW**

#### Statement of Work for Warehouse Logistical Support SY2018

- 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:
  - a. Delivery, pickup, and disposal of property
  - b. Property warehousing and storage
  - c. Moving services
  - d. Surplus supply and equipment distribution
  - e. Emergency support
  - f. Mail and parcel pickup and delivery
  - g. Mail sorting
  - h. Mail postage
  - i. Envelope insertion and sealing
  - j. Interoffice mail
  - k. 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 requires a qualified and experienced contract vendor to perform these services to assist with school closing and re-opening during the school year 2018, with the performance period specifically running from May 15, 2018 through September 30, 2018.

### **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.
- 2.2.1 Accordingly, 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.

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

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.

#### 3.1 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.

#### 3.2 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.

#### 3.3 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.

#### 3.4 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.

#### 3.5 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.

### **3.6 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.

### **3.7 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.

### **3.8 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.

### **3.9 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.

### **3.10 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.

### **3.11 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.

### **3.12 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.

### **3.13 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.

### **3.14 Housekeeping**

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

### **3.15 Warehouse Improvements**

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

### **3.16 Miscellaneous duties and projects as determined by the DCPS Logistics Department**

The Logistics Department provides ad-hoc project services for all DCPS schools and departments. These projects are typically outside of the Logistics list of services and will be handled on a case by case basis.

## **C.4 Labor Description**

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

### **4.1 Supervisor(s)**

4.1.1 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

4.1.2 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.

### **4.2 Moving Truck and Driver**

4.2.1 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.

4.2.2 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.

#### **4.3 Truck Labor**

4.3.1 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

4.3.2 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 Fork Lift qualified required
- d. Pallet Jack qualified required
- e. Ability to lift a minimum of 50 lbs.
- f. Ability to read and write.
- g. Ability to utilize dollies, hand trucks and various moving equipment.
- h. Strong understanding of safety best practices and safe lifting procedures
- i. Strong organizational skills.

#### **4.4 Warehouseman**

4.4.1 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

4.4.2 Warehousemen shall have the following qualifications prior to being placed:

- a. Minimum 1-year experience as a laborer in a warehousing environment
- b. Fork Lift 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.

## C.5 Project Delivery Method

DCPS reserve the right to make a single award or multiple awards to the responsive and responsible bidder(s) who has/have the lowest bid(s). Contractor(s) period of performance shall be from May 15, 2018 to September 30, 2018.

5.1 Work schedule:

- a. Work week: Monday through Friday, 7:30 a.m. EST to 4:30 p.m. EST.
- b. Contractor(s) shall have a 15-minute break twice a day, and a 30-minute lunch per the following schedule:
  - i. Break 1: 10:30 a.m. to 10:45 a.m. EST
  - ii. Lunch: 12:30 p.m. to 1:00 p.m. EST
  - iii. 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. The overtime schedule and regulations are as follows:
  - i. Voluntary overtime will be offered to all employees as soon as is deemed necessary
  - ii. Mandatory overtime shall be announced to the Contractor(s) Project Manager by 2:00 p.m. EST the day prior.
  - iii. Contractor(s) who fail to serve mandatory overtime shall be adjudicated in a manner agreed upon by the Logistics Manager and the Contractor(s) Project Manager.
- d. 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, 24 ft trucks or personnel to meet the requested needs of the schools.**
- e. Contractor shall have the capacity to ramp the number of trucks, drivers, laborer, etc. On average DCPS may need 2 trucks daily. During busy time which is May thru Aug until school starts, the need will increase to any number between 5 – 18 trucks with 2 laborers on each truck. Also, 20-30 extra laborers for School Opening weekend and the weekend after school closes.

- f. The DCPS Logistics Team requires minimum of the following to ensure consistent and efficient workflow is established to accomplish the various daily many tasks.
  - i. Two 24ft trucks with 1 driver and 2 laborers for each truck.
  - ii. Two 24ft trucks available on standby in the event there is a spike in the work load or a school emergency i.e. emergency school move, fire, etc.
  - iii. A pool of laborers, trucks and drivers in the event there is a spike in the work load, school emergency i.e. emergency school move, fire, School Opening, or if there is a manpower shortage etc.

## C.6 Continuity of Services

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 discretion, may continue to provide these services. To that end, the Contractor(s) agrees to:

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

## C.7 Consistency of Labor

- 7.1 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.
- 7.2 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.8 Professionalism and Attire

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

- a. Contractor(s) must be in identical uniforms that display the name of the Contractor(s)
- b. Jeans and shorts are not authorized
- c. Contractor(s) shall wear protective footwear (i.e. steel toe or equivalent) at all times
- d. Contractor(s) shall not display inappropriate behavior during work hours and within DCPS facilities
- e. 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.
- f. Contractor(s) are forbidden to display printed offensive material of sexually explicit and violent nature.
- g. Contractor(s) shall not participate in horseplay or physical activities outside of their scope of work.

## C.9 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.

9.1 For Disposal

All items marked for disposal shall be sent to fort Totten Disposal Transfer Station located at:  
4900 John McCormack Drive NE  
Washington, DC 20011

9.2 For Recycle:

All items marked for Recycle will be delivered to Smith & Son Recycle Plant located at:  
2001 Kenilworth Ave.  
Capital Heights MD, 20743

9.3 Hours of operation:

Monday – Friday 7:00am – 4:00pm;  
Saturday 7:30am – 11:00am.

9.3.1 Multiple truck loads are allowed.

9.3.2 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.10. Supplies

10.1 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.

10.2 The 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:

- a. 100 Large Gaylord Bins 48x24x28 at the beginning of the contract and 100 every three months after,
- b. 1000 Packing boxes 12x12x12 (One time only as soon as Contractor begins the work),
- c. 500 Book boxes 16x12x12 (One time only as soon as Contractor begins the work),
- d. 300 Rolls of Packing Tape (Industrial Tape - Heavy Duty 3.5 MIL) (One time only as soon as Contractor begins the work),
- e. 25 large rolls of Bubble wrap (UP Sable Bubble Roll - 12" x 300', 3/16", Perforated) (One time only as soon as Contractor begins the work),
- f. 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),
- g. 10 dollies per truck,
- h. 1 hand truck per truck,
- i. 6 bins per truck; and
- j. 4 cargo straps per truck.

### C.11. 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.12 Unusual Incidents

- 12.1 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.
- 12.2 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.13 APPLICABLE DOCUMENTS

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

***[List the laws, regulations or other documents that are pertinent to this procurement. If only portions of a document apply, specify the applicable portion(s)]***

Item No.	Document Type	Title	Date

**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 starting May 15, 2018 thru September 30, 2018.

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

F.2.1 No Option Year.

**F.3 DELIVERABLES**

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

*[List anything tangible that the Contractor must deliver to the District during the performance of the contract, e.g., reports, curriculum, plans]*

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date

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

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

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

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

### **G.2 INVOICE SUBMITTAL**

#### **G.2.1 INVOICE SUBMITTAL**

The Contractor shall submit proper invoices monthly or as otherwise specified in Section G.4. Invoices shall be forwarded to the Office of the Chief Financial Officer (OCFO), Accounts Payable at [dcps.invoices@dc.gov](mailto:dcps.invoices@dc.gov), for processing, copying concurrently sending copies to the Contract Administrator (CA) specified in Section G.9. If sending paper copies the address of the CFO is:

District of Columbia Public Schools  
Division of Finance, Accounts Payable  
1200 First Street NE, 9th floor  
Washington, D.C. 20002  
(202)442-5255

**G.2.2** No invoice will be paid prior to approval and signature of the Contract Administrator (CA).

**G.2.3** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

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

**G.2.3.2** Contract number and invoice number;

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

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

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

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

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

G.2.3.78 Authorized signature.

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

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

**G.3.2** The 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 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.4.1** 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.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.4.3** 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.5 THE QUICK PAYMENT CLAUSE**

### **G.5.1 Interest Penalties to Contractors**

**G.5.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.5.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.5.2 Payments to Subcontractors**

**G.5.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.5.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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



**G.5.2.3** 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.5.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.5.3 Subcontract requirements**

**G.5.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

**G.5.4 PAYMENTS ON PARTIAL DELIVERIES OF GOODS and/or Services**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**G.5.5 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

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

- a) The CO determines that the amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**G.5.6 PARTIAL PAYMENTS**

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

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

b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

- i. "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B" and
- ii. Presentation of a properly executed invoice.

**G.5.7 LUMP SUM PAYMENT**

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

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

**G.6 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:

Candace Butler  
Interim Chief Procurement Officer/Director  
District of Columbia Public Schools  
1200 First Street NE, 9th Floor  
Washington, DC 20002  
Telephone: 202-442-5112  
Candace.Butler@dc.gov

**G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** 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.7.3** 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.8 CONTRACT ADMINSTRATOR (CA)**

**G.8.1** 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.8.1.1** 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.8.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.8.1.3** 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.8.1.4** 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.8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.8.2** The address and telephone number of the CA is:

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

**G.8.3** 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.8.4** 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. [2015-4282, Revision 9](#), dated 01/10/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS FAIRNESS**

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

#### **H.3.2 The Contractor shall not:**

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

**(b)** Take an adverse action against an employee who requests or uses a reasonable accommodation in

regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1)** Pay;
- (2)** Accumulated seniority and retirement;
- (3)** Benefits; and
- (4)** Other applicable service credits;

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

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

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

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

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

**(a)** New employees at the commencement of employment;

**(b)** Existing employees; and

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

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

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

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

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

**H.4.2** The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 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 bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**H.9.2 Subcontracting Plan**

If the prime contractor is required to subcontract under this contract, it shall submit a subcontracting plan as part of the bid and it may only be amended after 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.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) (“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**

*[State any responsibilities, if any, of the District relative to the requirement set forth in this solicitation, such as providing office space or equipment; eligibility determination.]*

## **H.12 CONTRACTOR RESPONSIBILITIES**

The Contractor responsibility is successful performance of tasks described in Section C and F.

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

#### **A. Definitions**

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g)

third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

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

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

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

#### **B. Title to Project Deliverables**

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

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

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

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

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

**D. Subcontractor Rights**

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

**E. Source Code Escrow**

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

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

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

**F. Indemnification and Limitation of Liability**

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

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

**I.8 INSURANCE**

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

- 1. Commercial General Liability Insurance. The Contractor shall provide

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

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

**[OPTIONAL ADDITIONAL INSURANCE PROVISIONS – CONSULT WITH ORM FOR SPECIFIC COVERAGE AND AMOUNTS:**

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$\_\_\_\_\_ per occurrence, including the District of Columbia as additional insured.
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 \$\_\_\_\_\_ per occurrence for each wrongful act and \$\_\_\_\_\_ annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to

the District. The policy shall provide a limit of \$\_\_\_\_\_ per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$\_\_\_\_\_ in coverage per incident and \$\_\_\_\_\_ aggregate.
9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$\_\_\_\_\_ for each wrongful act and \$\_\_\_\_\_ annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract. ]

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- 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 bidder who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this IFB 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) IFB, as amended
- (6) Bid



## **I.11 DISPUTES**

Delete clause 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 clause 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 COST AND PRICING DATA**

Delete clause 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 <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on "Required Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination 2015-4282, Revision 9, January 10, 2018

Attachment Number	Document
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.8	Subcontracting Plan (if required by law) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , under Quick Links click on “Required Solicitation Documents”

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

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 BIDDERS**

### **L.1 METHOD OF AWARD**

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest and the most advantageous bid.

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** This solicitation will be posted using the DCPS Website. Bids may be submitted hand-delivered the paper copy and/or via email to the individual listed on the front page of this bid. Paper copy may be hand delivered at the address listed on the front page of the bid. Telephonic, telegraphic, and facsimile bids will not be accepted.
- L.2.2** All attachments shall be submitted with the bid. 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.2.2** The District will reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.3** Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.4** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.
- L.2.5** The bidder shall complete, sign and submit its initial First Source Employment Plan and all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.
- L.2.6** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify a bid.

### **L.3 FAMILIARIZATION WITH CONDITIONS**

Bidders 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. Bidders 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.4 BID SUBMISSION DATE AND TIME**

**L.4.1** Bids must be submitted no later than 10:00am, local time on Wednesday, May 11, 2018, as specified in Section A.9 of the solicitation cover page.

**L.4.2** Bids will be opened after the bid closing date and time on Thursday, May 12, 2018. DCPS will make available the name of each bidder, the bid price, and other information that deemed appropriate.

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

**L.5.1** A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.6 LATE SUBMISSION**

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the five calendar days before the date specified for receipt of bids;
- b. It was sent by mail and the contracting officer determines that the late receipt was due solely to mishandling by the District after receipt at the location specified in the IFB;
- c. It was sent electronically by the bidder prior to the time and date specified and there is objective evidence in electronic form confirming that the bid was received prior to the bid receipt time and date specified.

**L.7 Postmarks**

**L.7.1** The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.8 Late Submissions**

L.8.1 A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.9 Late Modifications**

L.9.1 A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

**L.10 Late Bids**

L.10.1 A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.11 ERRORS IN BIDS**

L.11.1 Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.12 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than two (2) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than two (2) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.13 BID PROTESTS**

Any actual or prospective bidder or contractor, who is aggrieved about 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested,

alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder 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 bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

**L.15 SIGNING OF BIDS**

**L.15.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**L.15.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

**L.16 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

**L.17 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

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

**L.17.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

**L.18 BID OPENING**

The District shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

**L.19 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 to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

**L.20 GENERAL STANDARDS OF RESPONSIBILITY**

**L.20.1** 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, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (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.20.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## **SECTION M: EVALUATION FACTORS**

### **M.1. Preferences for Certified Business Enterprises**

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

#### **M.1.1. Application of Preferences**

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

- M.1.1.1** A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.
- M.1.1.2** A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.
- M.1.1.3** A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.
- M.1.1.4** A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.
- L.1.1.5** A local business enterprise with its principal offices located in an enterprise zone certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.6** A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.7** A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.8** A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.2 Maximum Preference Awarded**

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

**M.1.3 Preferences for Certified Joint Ventures**

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

**M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

**M.1.4.1** Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

**M.1.4.2** Any bidder seeking certification to receive preferences under this solicitation should contact the:

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

**M.1.4.3** All bidders are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.