



SOLICITATION, OFFER, AND AWARD  Government of the District of Columbia			1. Caption			Page 1 of 67 Pages			
			Moving, Warehouse, Logistical Support.			1	67		
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market	
		GAGA-2018-R-0076				September 24, 2018			
				<input type="checkbox"/> Sealed Bid (IFB)				<input type="checkbox"/> Open	
				<input checked="" type="checkbox"/> Sealed Proposals (RFP)				<input type="checkbox"/> 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 th floor Washington, D.C. 20002				8. Address Offer to: Same as Block 7					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in three (3) hardcopy and one flash drive 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 th Floor No later than 2:00pm EST Monday October 22, 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			Zahra.hashmi@dc.gov			
11. Table of Contents									
(X)	Section	Description	Page	(X)	Section	Description	Page		
PART I- THE SCHEDULE				PART II- CONTRACT CLAUSES					
X	A	Solicitation/Contract Form	01	X	I	Contract Clauses	10 to 42		
X	B	Supplies or Services and Price/Cost	02 to 04	PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	Specifications/Work Statement	05 to 17	X	J	List of Attachments	43		
X	D	Packaging and Marking	18	PART IV- REPRESENTATIONS AND INSTRUCTIONS					
X	E	Inspection and Acceptance	18			Representations, Certifications and other Statements of Offerors		44 to 45	
X	F	Deliveries or Performance	18 to 19	X	K				
X	G	Contract Administration Data	19 to 25	X	L	Instructions, Conditions & Notices to Offerors	46to 61		
X	H	Special Contract Requirements	25 to 31	X	M	Evaluation Factors for Award	62 to 67		
OFFER									
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.									
13. Discount for Prompt Payment <input checked="" type="checkbox"/> 10 Calendar days % <input type="checkbox"/> 20 Calendar days % <input type="checkbox"/> 30 Calendar days % <input type="checkbox"/> ___ Calendar days %									
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number(s)		Date	Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)			<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)									
19. Accepted as to Items numbered			20. Amount			21 Accounting and Appropriation Data			
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

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

B.1 INTRODUCTION

- B.1.1 The District of Columbia Office of Contracting and Procurement, on behalf of the Office of the Chief Operating Officer (OCOO), Warehouse & Logistical Operations (District) is seeking one or more contractor(s) to provide Moving, Warehouse and Logistical Support as outlined in various parts of this solicitation and the Statement of Work (SOW).
- B.1.2 This contract(s) is for full logistical support services for Modernizations, Moves, Emergency Support, School Opening Support, School Closing Support and any other tasks as the needs arise, starting from the date of award through the completion of the contract.
- B.1.3 The offeror shall provide all supervision, labor, personnel, equipment, materials and supplies, except for DCPS Furnished Property, to perform activities and tasks that comprise the full operation of DCPS Warehouse and Logistical Operations. This includes but is not limited to all tasks required in this RFP.
- B.1.4** The offeror shall use the attached "Qualification Matrix Spreadsheet," "Section C," and other sections and attachments of this Request for Proposal (RFP) to prepare and submit technical and pricing proposals.

B.2 CONTRACT TYPE

- B.2.1 The District may award more than one Requirements Contract with the Labor Hours (LH) CLINs in accordance with the DCMR Chapter 24.
- B.2.2 The LH fixed hourly rate shall include all direct and indirect costs and ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, parking, etc.)
- B.2.3 The contract(s) will be awarded to the responsive and responsible offeror(s) whose offer(s) will be most advantageous to the DCPS, price and other factors considered and pursuant to the Request for the Proposal GAGA-2018-R-0076.

B.3 SUBCONTRACTING REQUIREMENTS

- B.3.1 Any non-Certified Business Enterprise (CBE) bidder responding to this solicitation that is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Offerors responding to this RFP shall be deemed non-responsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law.
- B.3.2 For contracts more than \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.3.3 A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

B.4 PRICE SCHEDULE/COST SCHEDULE—Time and Material (T&M)/Labor Hour (LH)

B.4.1 Price Schedule

B.4.1.1 Base Year Date of Award thru September 30, 2019

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
0001	Supervisor _____	\$ _____		\$ _____
0002	Driver	\$ _____		\$ _____
0003	Laborer			
0004	Warehouseman	\$ _____		\$ _____
Subtotal	Labor Hours	\$ _____		\$ _____
CLIN	DESCRIPTION	Daily Rate	Quantity	Total Amount
0005	Cargo Van	\$ _____		\$ _____
0006	Large Truck (24 ft)	\$ _____		\$ _____
0007	Tractor Trailer	\$ _____		\$ _____
Total Labor and Material		Not-to-Exceed Amount		\$ _____

B.4.1.2 Option Year One October 01, 2019 thru September 30, 2020

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
1001	Supervisor _____	\$ _____		\$ _____
10002	Driver	\$ _____		\$ _____
1003	Laborer			
1004	Warehouseman	\$ _____		\$ _____
Subtotal	Labor Hours	\$ _____		\$ _____
CLIN	DESCRIPTION	Daily Rate	Quantity	Total Amount
1005	Cargo Van	\$ _____		\$ _____
1006	Large Truck (24 ft)	\$ _____		\$ _____
1007	Tractor Trailer	\$ _____		\$ _____
Total Labor and Material		Not-to-Exceed Amount		\$ _____

B.4.1.3 Option Year Two October 01, 2020 thru September 30, 2021

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
2001	Supervisor _____	\$ _____		\$ _____
2002	Driver	\$ _____		\$ _____
2003	Laborer			
2004	Warehouseman	\$ _____		\$ _____
Subtotal	Labor Hours	\$ _____		\$ _____
CLIN	DESCRIPTION	Hourly/Daily Rate	Quantity	Total Amount
2005	Cargo Van	\$ _____		\$ _____
2006	Large Truck (24 ft)	\$ _____		\$ _____
2007	Tractor Trailer	\$ _____		\$ _____
Total Labor and Material		Not-to-Exceed Amount		\$ _____

B.4.1.4 Option Year Three October 01, 2021 thru September 30, 2022

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
3001	Supervisor _____	\$ _____		\$ _____
3002	Driver	\$ _____		\$ _____
3003	Laborer			
3004	Warehouseman	\$ _____		\$ _____
Subtotal	Labor Hours	\$ _____		\$ _____
CLIN	DESCRIPTION	Hourly/Daily Rate	Estimated Hours	Total Amount
3005	Cargo Van	\$ _____		\$ _____
3006	Large Truck (24 ft)	\$ _____		\$ _____
3007	Tractor Trailer	\$ _____		\$ _____
Total Labor and Material		Not-to-Exceed Amount		\$ _____

B.4.1.5 Option Year Four October 01, 2022 thru September 30, 2023

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
4001	Supervisor_____	\$_____		\$_____
4002	Driver	\$_____		\$_____
4003	Laborer			
4004	Warehouseman	\$_____		\$_____
Subtotal	Labor Hours	\$_____		\$_____
CLIN	DESCRIPTION	Hourly/Daily Rate	Quantity	Total Amount
4005	Cargo Van	\$_____		\$_____
4006	Large Truck (24 ft)	\$_____		\$_____
4007	Tractor Trailer	\$_____		\$_____
Total Labor and Material		Not-to-Exceed Amount		\$_____

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

B.4.1.6 CONTRACT GRAND TOTAL

Number	Period of Performance (POP)	Price
01	Total Base Year	\$
02	Total Option Year One	\$
03	Total Option Year Two	\$
04	Total Option Year Three	\$
05	Total Option Year Four	\$
06	GRAND TOTAL – NOT TO EXCEED	\$

SECTION C: SPECIFICATIONS/WORK STATEMENT

Statement of Work for Warehouse Logistical Support

C.1 INTRODUCTION

C.1.1 This Statement of Work (SOW) is developed to support DCPS Warehouse, Moving, and Logistical Operations, 2000 Adam Place NE, Washington, DC 20018 to provide flexible, efficient and cost-effective supply chain and warehousing services for schools, central office, and support offices. These services include but not limited to:

- 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. Miscellaneous duties and projects as determined by the DCPS Logistics Department

C.1.2 Performance criteria for overall duties fall under Contractor responsibilities.

C.1.3 Surge Requirement – The offeror shall outline clear strategies for fluctuating work schedule, especially during peak season and high demand.

C.2 Background

C. 2.1 The District of Columbia Public Schools (DCPS) Logistical Operations provides to achieve successful mission of the DCPS. DCPS runs a central warehouse facility located at 2000 Adams Place NE, Washington, DC 20018, which manages all DCPS logistical requirements such as the storage, inventory, and supply of DCPS Property.

C.2.2 DCPS requires a qualified and experienced contractor to perform these services during the life of this contract.

C.3 SCOPE/SOW

C.3.1 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 that must be met are the highest priority, i.e., time is of the essence.

- C.3.2 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.
- C.3.3 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.
- C.3.4 The mission of the Logistics Department is to provide logistics and supply chain services and other related projects in a timely manner for all DCPS schools and facilities. Students and teachers must have all necessary supplies, furniture, textbooks, IT 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, cost effective, and professional manner.

C.4 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. The list below is not all inclusive:

C.4.1 Delivery, pickup, and disposal of property

- C.4.1. a 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.
- C.4.1. b In addition, the Logistics Department provides central receiving and distribution services to all DCPS schools, central office, and DCPS satellite offices.

C.4.2 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.

C.4.3 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. Movements must be done in a way that ensures property is not damaged and must arrive at its destination quickly and efficiently. Moving services also include packaging and securing property for transport.

C.4.4 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.

C.4.5 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.

C.4.6 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.

C.4.7 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.

C.4.8 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.

C.4.9 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.

C.4.10 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.

C.4.11 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.

C.4.12 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.

C.4.13 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.

C.4.14 Housekeeping

The contractor shall consistently maintain a clean, safe working environment always. Proper housekeeping cannot be overlooked and shall be part of the daily work flow whether on the truck, within the warehouse or completing a move at a school.

C.4.15 Warehouse Improvements

DCPS may undergo general warehouse improvements to enhance the housekeeping, organization, and efficiency of the work space. In these instances, the contractor shall assist in these improvements as directed by the Director of Logistics and/or by the Deputy Director.

C.4.16 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.5 General Requirements

C.5.1 Non-Personal Services

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

C.5.2 Business Relations

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

C.5.3 Contract Administration and Management

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

C.5.3.1 Contract Management

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

C.5.3.2 Contract Administration

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

C.5.3.3 Personnel Administration

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

C.5.3.4 Subcontract Management

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

C.5.3.5 Contractor Personnel, Disciplines, and Specialties

- a) The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

- b) The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

C.5.3.6 Contractor Identification in the DCPS Workplace.

- a) All contractor and subcontractor personnel shall be required to wear company picture identification badges to distinguish themselves from DCPS employees. When conversing with DCPS personnel during business meetings, over the telephone, or via electronic mail contractor and subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between DCPS employees. Contractors and subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signatures shall identify company affiliation.
- b) Contractors shall be required to wear their company issued shirts with blue, black, or tan kaki, and boots.

C.5.3.7 Location and Hours of Work

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

C.5.3.7.1 Work schedule:

- a) Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week. Work week: Monday through Friday, 7:30 a.m. EST to 4:30 p.m. EST.
- b) Contractor(s) shall have a 1-hour lunch break usually at 12:00 noon but may vary depending on the project/task.
- c) All truck drivers and laborers that are on the trucks must ensure while out on deliveries. to get lunch at 12:00 noon if permittable.
- d) Overtime work and work during the weekends shall be at the discretion of the DCPS 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 Director and/or Logistics Specialist, and the Contractor(s) Project Manager.
- e) Contractor(s) must have enough flexibility, capability, and capacity 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.

- f) Contractor(s) shall have the capacity to ramp up on the number of trucks, drivers, laborer, **within 24hrs notice unless in the event of an emergency which may require lesser notification.** On average DCPS may need 2 - 3 trucks daily. During busy time which begins in April thru Aug up until school starts and beyond up until the end of the fiscal year, the need will increase to any number between 5 – 18 trucks with 2 laborers on each truck. Also, the Warehouse Logistics team ramps up on the number of drivers, laborers, and trucks during the last two weeks of school and could potentially go up to 20-30 extra laborers; this also applies for the weekend after school closes, School Opening weekend, and in the event of a school emergency.

C.6 Labor Description and Equipment Requirement

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

C.6.1 Supervisor(s)

C.6.1.1 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 time sheets 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

C.6.1.2 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.

C.6.2 Moving Truck and Driver

C.6.2.1 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.

Warehouse and Logistical Support

- 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.
- f. **All contractor(s) to include sub-contract drivers are expected to assist the laborers with moving equipment unless directed not to by the Logistics Specialist and/or the Director of Logistics.**

C.6.2.2 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.

C.6.3 Truck Labor

C.6.3.1 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

C.6.3.2 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.

C.6.4 Warehouseman

C.6.4.1 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

C.6.4.2 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.6.5 Equipment Requirement

C.6.5.1 The DCPS Logistics Team requires minimum of the following to ensure consistent and efficient workflow is established to accomplish the various daily many tasks:

- a) Two 24ft trucks with 1 driver and 2 laborers for each truck.
- b) 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).
- c) 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.
- d) 10 dollies, 10 bins, cargo straps, 1 hand truck, and 1 dock plate.
- e) 25 Extra dollies will remain in the Warehouse for the laborers to utilize.

C.7 Project Delivery Method

DCPS reserve the right to make a single award or multiple awards to the responsive and responsible offeror(s) whose offer(s) will be most advantageous to the DCPS, price and other factors considered and pursuant to the Request for the Proposal GAGA-2018-R-0076.

C.8 Continuity of Services

C.8.1 Contractor(s) recognizes that the services provided herein are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration and termination, a successor, either the District Government or another Contractor(s), at the Districts 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.8.2 The Contractor shall follow the transition plan (phase-in/phase-out) plan submitted as part of the proposal and keep the DCPS fully informed of status throughout the transition period.

C.9 DCPS Furnished Material

C.9.1 DCPS will provide a space within the building for the contractor to store dollies.

C.10 Consistency of Labor

C.10.1 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 Specialist, and Logistics Director two (2) weeks prior to any key personnel being changed or removed. The key personnel being the regular driver(s), warehouse workers, and supervisor.

C.10.2 The Contractor(s) is fully responsible and accountable for providing staff ready, willing and able to work as outlined in **Section C.12.3 Hours of Operation**.

C.10.3 DCPS reserves the right to recover all expenses and damages if at any given time the contractor(s) staff fail to show up for work as scheduled in this contract. DCPS may utilize other vendors to perform the task and the Contractor is liable to pay wages and all incurred expenses.

C.10.4 In the event of non-performance or violation, or breach of the requirement by the Contractor, DCPS shall have the right to pursue all administrative, contractual, and legal remedies against the Contractor and shall have the right to seek sanctions and penalties as deem appropriate.

C.10.5 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.11 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. Only blue, black, or tan kaki's are permitted.
- 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.12 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.

C.12.1 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

C.12.2 For Recycle:

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

C.12.3 Hours of operation:

Monday – Friday 7:00am – 4:00pm;

C.12.3.1 Multiple truck loads are allowed.

C.12.3.2 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.13. Supplies

C.13.1 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.

C.13.2 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 -10 bins per truck; and
- j. 4 cargo straps per truck.
- k. 25 dollies to be stored within the warehouse for laborer usage.

C.14 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 shall 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.15 Unusual Incidents

C.15.1 The contractor shall report unusual incidents by email or telephone to the Logistics Manager within 24 hours, and in writing within five (5) days. An unusual incident is an event that affects staff (DCPS employees or the contractor’s staff) which is significantly different from the regular routine or established procedures. Examples include but are not limited to death; injury; staff negligence; physical, sexual, or verbal abuse; complaints from schools; or requests for information from the press, attorneys, or Government officials outside of DCPS.

C.15.2 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.16 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	PDF	Warehouse SOP	

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 from date of award thru September 30, 2019. This contract has a Base Year and four (4) Option Year Periods to be exercised solely at the discretion of the DCPS.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

F.3 DELIVERABLES

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

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1	List of drivers & Laborers	5 drivers & 12 laborers	PDF	Upon award of the contract

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

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

G.2 INVOICE SUBMITTAL

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

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

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

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

G.2.3.2 Contract number and invoice number;

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

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

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

G.2.3.6 Name, title, phone number of 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.2.3.8 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.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 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.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 11](#), dated 07/03/2018, 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

H.11.1 DCPS will provide a copy of the Standard Operating Procedures (SOP) so that the Contractor(s) are aware of what are being communicated to and from the schools.]

H.11.1 DCPS will provide space for the Contractor(s) to store the dollies.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 The Contractor responsibility is successful performance of this contract as described in Section C and F, and other sections of this RFP.

H.12.2 If the Contractor(s) claims having X - number of drivers, laborers, trucks etc., the contractor shall provide evidence to prove.

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 at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of

this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a 3rd 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 \$100,000 per occurrence.
5. Environmental Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of pollution legal liability insurance covering losses caused by pollution conditions that arise from the ongoing or completed operations of the Contractor. Completed operations coverage shall remain in effect for at least ten (10) years after completion of the work. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), cleanup costs, liability and cleanup costs while in transit, and defense (including costs and expenses incurred in the investigation, defense and settlement of claims). There shall be neither an exclusion nor a sublimit for mold-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution legal liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous coverage will be maintained or an extended reporting period will be exercised for at least ten (10) years after completion. The Contractor also must furnish to the Owner certificates of insurance evidencing pollution legal liability insurance maintained by the transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.
6. 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 of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

D. 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.

E. 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.

F. 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.

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

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

The Government of the District of Columbia
And mailed to the attention of:
Candace Butler
1200 First Street NE
9th Floor
Washington, DC 20002
(202) 442-5112
Candace.butler@dc.gov

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

I. 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.

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

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

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

(1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

(2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

(3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(4) The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
 - (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

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

THIS SPACE INTENTIONALLY LEFT BLANK

SECTION J: ATTACHMENTS

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

Attachment Number	Document	To Be Submitted with Bid
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"	No
J.2	U.S. Department of Labor Wage Determination N0.: 2015-4282, Revision No.: 11, Date of Revision: 07/03/2018	No
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"	Yes
J.4	Department of Employment Services First Source Employment Agreement	Yes
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice	No
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet	No
J.7	Tax Certification Affidavit, Error! Hyperlink reference not valid.	Yes
J.8	Subcontracting Plan (if required by law) available at Error! Hyperlink reference not valid. click on "Solicitation Attachments"	Yes
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more)	Yes
J.10	Bidder/Offeror Certification Form available at http://ocp.dc.gov , click on "Solicitation Attachments"	Yes
J.11	Qualification Matrix Spreadsheet	Yes
J.12	Past Performance Questionnaire	Yes
J.13	DCPS Warehouse and Logistics SOP	No

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

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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

K.1 Definitions. As used in this provision:

K.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.2 **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.1.3 **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.4 **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.5 **Employee:** means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.6 **Individual:** means a bidder/contractor that has no more than one employee including the bidder/contractor.

K.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.2.(1) of this clause;

(4) Notify such employees in writing in the statement required by section K.2.(1) of this clause that, as a condition of continued employment on this contract, the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.2. (4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under section K.3.(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- a. Take appropriate personnel action against such employee, up to and including termination; or
- b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.(1) through K.2.(6) of this clause.

K.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.2 or K.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 DCPS may evaluate proposals and award a contract without discussions. Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical and price standpoint. DCPS reserves the right to conduct discussions if the Contracting Officer (CO) later determines them to be necessary.
- L.1.2 Failure to submit any of the information or any of the mandatory documents requested by this solicitation may be cause for unfavorable consideration.
- L.1.3 Upon receipt, all proposals become DCPS property.
- L.1.4 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the District.
- L.1.5 The District may award more than one Requirements Contracts with the Time and Material CLINs resulting from this solicitation to the responsive and responsible offeror whose proposal is determined to be the most advantageous offer with regards to price and other factors.
- L.1.6 Offerors' price shall be valid for no less than 90 days.
- L.1.6 The contractors shall submit proposals for the base year and option year one through option year four as set forth in section B.

L.2 SELECTION OF NEGOTIATION PROCESS

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

L.3 PROPOSAL ORGANIZATION AND CONTENT:

- L.3.1 The offeror shall submit One Softcopy (flash drive), one (1) original, and three (3) copies of the written proposals. The proposals shall be submitted in two parts -- two separate binders:
 - a. Volume/Binder One: titled, "Technical Proposal," and

b. Volume/Binder Two titled "Price Proposal."

L.3.2 Volume/Binder One shall include responses to the Technical Evaluation Factors, Past performance, Licenses, all the DCPS Mandatory Documents completed and signed, Certificate of Insurance, and Subcontracting Plan, etc., all separated by tabs. **DO NOT** include any price or price related information in this Binder.

L.3.3 Volume/Binder Two shall include cost/price only.

This table depicts the proposal organization and content.

Volume/Binder	Title	Number of Copies	Number of Original
Volume/Binder One	Technical Proposal	3	1
Volume/Binder Two	Cost/Price	1	1

L.3.4 Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: [Proposal in Response to Solicitation No. RFP GAGA-2018-R-0076 "Moving, Warehouse and Logistical Support" + name of bidder/offeror.

L.3.5 The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information.

L.3.6 Each Volume/Binder of the proposal shall include a copy of the cover letter, title page and table of contents. The table of contents shall list tabs, sections, subsections and page numbers. Each volume shall contain a glossary of all abbreviations and acronyms used. Each acronym used shall be spelled out in the text the first time it appears in each proposal volume.

L.3.7 The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror, and electronic address if available;

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers, and electronic addresses if available, of persons authorized to negotiate on the offeror's behalf with the DCPS in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

L.3.8 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation "Evaluation Factors". The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of services and delivery thereof. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the way the offeror proposes to fully meet the requirements in Section C, and other part of this Solicitation.

L.3.9 Offerors shall complete, sign and submit all Representations, Certifications, Amendments, Mandatory Documents, and Acknowledgments as appropriate.

L.3.10 The District will reject any offer/proposal that fails to include a subcontracting plan that is required by law.

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

L.4.1 In addition to the proposal submission requirements in Section L.3 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the DCPS website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

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

L.5.1 Proposal Submission

L.5.1.1 Proposals must be submitted **no later than 2:00pm EST October 22, 2018**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.5.2 Withdrawal or Modification of Proposals

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

L.5.3 Late Proposals

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

L.5.4 Late Modifications

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

L.6 SOLICITATION QUESTIONS:

- L.6.1 All questions from prospective offeror relating to this solicitation, shall be submitted electronically via email to dcpsoca.inquiries@dc.gov, and zahra.hashmi@dc.gov. The prospective offeror shall submit questions no later than 2:00pm EST Thursday, October 04, 2018. The District will not consider any questions received after the specified date of Thursday October 04, 2018 by 2:00pm EST. The District will furnish responses via an amendment published on the DCPS website, <https://dcps.dc.gov>. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. The amendment will be posted on DCPS website on Tuesday October 09, 2018, by 2:00pm EST. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.7 VOLUME DESCRIPTION

L.7.1 **Volume One** shall be organized as outlined below:

Volume/Binder One of the proposal shall include a copy of the cover letter, title page and table of contents. The table of contents shall list tabs, sections, subsections and page numbers.

L.7.1.1 Factor 1 – Depth and Breadth of the Company:

Subfactor 1A – The purpose of this factor is to determine the length of time the Contractor has been in this business, and its experience with a similar style of services with respect to size, scope, dollar value, and complexity of contracts. At a minimum, your narrative must include the following:

- Company’s number of years in this business, provide evidence.
- Company’s number of years providing these services.
- Company’s size, experience in the field, and resources available to enable the offeror to fulfill requirements of the size anticipated for award.
- Brief history of the company’s activities contributing to the development of expertise and capabilities related to this requirement; an abstract of key personnel, years of experience and education.
- Information that demonstrates the offerors organizational and accounting controls and manpower presently in-house.
- Ability to acquire the type and kinds of personnel proposed including subcontractors; and Company’s organizational chart.

This factor shall provide in-depth information on the offeror length of being in this business and proven experience (duration of at least five years), type, scope and complexity of moving, warehouse, and logistical services as described in this RFP.

Subfactor 1B – Verifiable documented evidence from accredited sources of at least five years of continued experience and performance on providing similar types of services as described in this RFP.

Subfactor 1C – References and Past Performance. The offeror shall submit three (3) Past Performance reference documents, which shall include contractual work that are similar to the requirements set forth in the RFP. No more than three (3) Past Performance reference documents will be evaluated for each offeror. The Past Performance documents shall be for projects completed in the last five years or currently in process, which are of similar size, scope, complexity, or, in any way, are relevant to the effort required by this RFP. Contracts listed may include those entered by the Federal government, agencies of State and local governments, or private entities.

Offerors shall describe past performance of comparable and related work similar in kind to that required under the contract, including summaries of scopes of work, resource requirements, dollar values and points of contact for each body of work on past or current contracts (or under other arrangements) of lesser, comparable, or greater scale. The following information shall be provided for each referenced contract:

- a) Administrative Data:
 1. Program title or product name
 2. Contract number
 3. Contract type
- b) Relevance

1. Brief synopsis of work performed
 2. Brief discussion of how the work performed is relevant to this RFP
- c) Contract Value
- d) Compliance with subcontracting plans, if applicable
- e) Current point of contact (name and phone number) for each job described under experience for the purposes of a reference.

Relevance - DCPS is not bound by the Offeror's opinion of relevance. The following definitions apply:

- **Very Relevant:** Past/present performance effort involved essentially the same magnitude of effort, complexities, and contract dollars this RFP requires.
- **Relevant:** Past/present performance effort involved much of the magnitude of effort, complexities, and contract dollars this RFP requires.
- **Not Relevant:** Past/present performance effort did not substantially involve the effort, complexities and contract dollars this RFP requires. An Offeror with no relevant past performance history will receive a rating of "Neutral."

NOTE: The Past Performance Questionnaire (Attachment J.12) shall be completed and submitted by the assessor to the named Contract Specialist via email by the proposal due date.

L.7.1.2 Factor 2 -- Violations and Measures of Remediation (provide evidence):

Subfactor 2A -- Assess the methods, efficiency, and effectiveness with which the Contractor has been able to mitigate any identified deficiencies. The Contractor(s) shall be evaluated based on the documented measures of remediation for Notices of Violation in the last five years. Scoring preference will be given if no violations have been issued.

Subfactor 2B – Verifiable documented evidence from existing and previous accredited clients on (a) efficiency and effectiveness of remediation, (b) copy of the remediation/implementation strategy, and (3) evidence of the result/outcomes.

L.7.1.3 Factor 3 – Technical Approach/Methodology – The offeror shall provide detailed explanation and rationale sufficient to allow an objective evaluation of their technical approach. It shall define its technical approach to perform and support the stated requirement to include discussions regarding "how to" successfully satisfy this requirement:

Subfactor 3A – Quality of Proposed Performance. The purpose of this factor is to assess the contractor's ability to start services in DCPS. The Contractor(s) shall be evaluated based on its ability to demonstrate a comprehensive implementation plan for all components of the solicitation utilizing specific, measurable, achievable, realistic and time-bound strategies.

Subfactor 3B – Staffing and Training Plan (provide a written plan) -- The purpose of this factor is to assess the Contractor's intent to adequately staff and supervise the staff providing these services, as well as response to each emergency. Please provide a plan and schedule that delineates your approach.

Subfactor 3C -- Implementation Plan. The purpose of this factor is to assess the contractor's ability to start services in DCPS. The Contractor(s) shall be evaluated based on its ability to demonstrate a

comprehensive implementation plan for all components of the solicitation utilizing specific, measurable, achievable, realistic and time-bound strategies.

Subfactor 3D – Management Plan. The purpose of this factor is to assess the contractor’s management involvement, phase-in/phase-out/transition plan, subcontracting plan and implementation and managing subcontracting. To assess overall management action and decision on successful performance of this contract.

NOTE: Attachment J.11 Spreadsheet shall be completed as part of the evaluation factors.

L.7.2 Volume II shall be organized to reflect the vendors best pricing for this requirement.

L.7.2.1 Offerors shall provide in its proposal the fixed rates and extended prices by CLIN for the base period and each option year periods, and the grand total amount of the base and all option year periods.

L.7.2.2 The fixed hourly rate shall include all ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, parking, etc.).

L.7.2.3 The offerors must agree to hold the price in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the RFP.

The below table depict the Evaluation Factors and Subfactors for this RFP described in detail in Section L.7 VOLUME DESCRIPTION

Volume/ Binder	Title of the Evaluation Factors	Section L Reference	Electronic Copies	Number of Original	Number of Copies
Volume I, Technical Proposal	Factor 1 – Depth and Breadth of the Company: <u>Subfactor 1A</u> -- Contractor’s experience with a similar size, scope, and complexity of services. <u>Subfactor 1B</u> – Verifiable documented evidence <u>Subfactor 1C</u> – References and Past Performance.	L.7.1.1	1	1	3
	Factor 2 -- Violations and Measures of Remediation (provide evidence): <u>Subfactor 2A</u> -- Contractor has been able to mitigate any identified deficiencies.	L.7.1.2			

	<p><u>Subfactor 2B</u> – Verifiable documented evidence.</p> <p>Factor 3 – Technical Approach/Methodology:</p> <p><u>Subfactor 3A</u> – Quality of Proposed Performance.</p> <p><u>Subfactor 3B</u> – Staffing and Training Plan (provide a written plan).</p> <p><u>Subfactor 3C</u> -- Implementation Plan.</p> <p><u>Subfactor 3D</u> – Management Plan.</p>	L.7.1.3			
Volume II, Cost/Price Proposal	Cost/Price	L.7.2	1	1	1

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA:

L.8.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

L.8.2 If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.8.3 Mark each sheet of data it wishes to restrict with the following legend:

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

L.9 PROPOSALS WITH OPTION YEARS

L.9.1 The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.10 PROPOSAL PROTESTS:

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

L.11 UNNECESSARILY ELABORATE PROPOSALS:

L.11.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.12 RETENTION OF PROPOSALS:

L.12.1 All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.13 PROPOSAL COSTS:

L.13.1 The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.14 CERTIFICATES OF INSURANCE:

L.14.1 Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Candace Butler
Contracting Officer
District of Columbia Public Schools
Office of Contracts and Acquisitions
1200 1st Street, NE -- 9th Floor
Washington, DC 20002
O: 202-442-5112
E-Mail: candace.butler@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS:

L.15.1 The offeror shall acknowledge receipt of any amendment to this solicitation via signed copies of the amendments submitted with the proposals. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.16 BEST AND FINAL OFFERS:

L.16.1 If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.17 LEGAL STATUS OF OFFEROR:

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia,

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

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

L.18 FAMILIARIZATION WITH CONDITIONS:

L.18.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 GENERAL STANDARDS OF RESPONSIBILITY:

L.19.1 The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

L.19.2 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq.;

- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.19.3 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.20 SPECIAL STANDARDS OF RESPONSIBILITY

L.20.1 In addition to the general standards of responsibility set forth above, the prospective contractor must demonstrate to the satisfaction of the District. The offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standards of Responsibility. At a minimum, the offeror must provide any one of the financial document such as Balance Sheet, Cash Flow Statement, or Letter of Credit from an accredited financial institution.

L.21 PRE-PROPOSAL CONFERENCE

L.21.1 A pre-proposal conference will be held from 11:00am to 2:00pm EST October 01, 2018 at 1200 First Street NE Washington, DC 20002. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The prospects may submit their questions prior to this Pre-Proposal Conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference attendance roster at the conference so that offerors attendance can be properly recorded.

L.21.2 Impromptu questions will be permitted, and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Proposal Conference are only intended for general discussion and do not represent the District's final position. Official answers will be provided in writing to all prospective offerors who are listed on the official bidder's list as

having received a copy of the solicitation. Answers will be posted via amendment to the solicitation.

L.22 PREPARATION AND SUBMISSION OF PROPOSALS

L.22.1 This solicitation will be posted using the DCPS Website. There are three (3) methods of proposal delivery:

- a. US Mail Service,
- b. Private Mail Service (i.e, UPS, FedEx, etc.), and
- c. Hand Delivered.

Telephonic, telegraphic, and facsimile bids will not be accepted.

L.22.2 All attachments shall be submitted with the proposal. Proposals missing mandatory documentations/attachments may be rejected.

L.22.3 The District will reject as non-responsive any proposal that fails to conform in any material respect to the RFP.

L.22.4 Offerors shall make no changes to the requirements set forth in the solicitation.

L.22.5 The District will reject as non-responsive any proposal that fails to include a subcontracting plan that is required by law.

L.22.6 The offeror 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 proposal rejection.

L.22.7 The offeror must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the proposal non-responsive and disqualify the proposal.

L.23 PROPOSAL SUBMISSION DATE AND TIME

L.24.1 Proposals must be submitted no later than **2:00pm, local time on Monday, October 22, 2018**, as specified in Section A.9 of the solicitation cover page.

L.24 WITHDRAWAL OR MODIFICATION OF PROPOSALS

L.24.1 An offeror may modify or withdraw its offer upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals.

L.25 LATE SUBMISSION

L.25.1 Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail no later than the five calendar days before the date specified for receipt of proposals;
- 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 RFP;
- c. It was sent electronically by the offeror prior to the time and date specified and there is objective evidence in electronic form confirming that the offer was received prior to the proposal receipt time and date specified.

L.26 POSTMARK

L.26.1 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.27 LATE MODIFICATION

L.27.1 A late modification of a successful proposal which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.28 LATE PROPOSALS

L.28.1 A late proposal, late modification or late withdrawal of a proposal that is not considered will be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.29 ERRORS IN PROPOSALS

L.29.1 Offerors are expected and are fully responsible 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.30 PROTEST PROCEDURES OF THE CONTRACT APPEALS BOARD

L.30.1 DCMR 300.1 PARTIES ENTITLED TO PROTEST -- An aggrieved person, as defined in Rule 100.2(a), may protest to the Board a solicitation issued by or for a District contracting agency for the procurement of property or services, or a proposed award, or the award of such a contract.

L.30.2 DCMR 301.1 FORM AND CONTENT OF PROTEST -- All protests shall be in writing, addressed to the Board, and shall include the following:

- (a) The name, address, and telephone and facsimile numbers of the protester;
- (b) The identity of the contracting agency, the number and date of the solicitation, and if a contract has been awarded, the number and date of the contract and to whom the contract was awarded, if known;
- (c) A clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations, or solicitation provisions claimed to be violated;
- (d) Information establishing the timeliness of the protest (see Rule 302);
- (e) Information establishing that the protester is an aggrieved person for the purpose of filing the protest (see Rule 100.2(a)); and
- (f) The relief sought by the protester. In addition, a protest may request a protective order, request specific documents relevant to the protest grounds, and request a hearing.

DCMR 301.2 Protests shall be signed by the protester or by an authorized representative or attorney.

DCMR 301.3 Protests are not required to be formal or technical but shall be logically arranged and legally sufficient.

L.30.3 DCMR 302 FILING THE PROTEST WITH THE BOARD; TIME LIMITATIONS --

302.1 Unless filed electronically, the protester shall file an original and two (2) paper copies of its protest, including all attachments, with the Board by hand delivery, mail, or commercial carrier within the time limitations established by law and set forth below in Rule 302.2. The protester shall also serve a copy of the protest, including all

attachments, on the contracting agency and, if filed on paper, shall furnish the Board with proof of service.

302.2 Time Limitations. Filing occurs when the protest is received on paper by the Board or electronically by the Board's electronic filing agent. The following paragraphs specify the time limitations associated with the filing of a protest.

- (a) A protest based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
- (b) Protests other than those covered in paragraph (a) shall be filed with the Board not later than ten (10) business days after the basis of the protest is known or should have been known, whichever is earlier.

302.3 A protest concerning a procurement conducted by an agency exempt from the Procurement Practices Act, which has entered into an agreement with the Board under Rule 101.8 to resolve protests, shall be filed with the Board within the time prescribed by the agency's regulations.

L.31 SIGNING OF PROPOSAL

- L.31.1 The Contractor shall sign the proposal and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.
- L.31.2 All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

SECTION M: EVALUATION FACTORS

M.1 Basis for Award:

Award will be made to the responsive and responsible offeror whose proposal represents the best value to the DCPS as determined by the evaluations described in this section. The DCPS reserves the right to award a contract to other than the low-price offeror or offeror with the highest merit rating after consideration of all factors.

M.2 Evaluation Guidance:

M.2.1 Selection of the successful offeror will be made based on the evaluation criteria stated below. However, any proposal that is unrealistic, in terms of technical approach, schedule commitments, and or costs (high or low) will be deemed to have an inherent lack of technical competence or to have failed to comprehend the DCPS requirement stated in the solicitation.

M.2.2 Evaluation Areas: Selecting an offeror for award will be based on an evaluation of proposals against factors and Sub-factors as detailed this solicitation. A proposal that receives an “unacceptable” rating in any of the technical or management factors will not be awarded a contract.

M.2.3 Evaluation Approach: A team of DCPS personnel will evaluate all proposals. The content of written proposals, as well as information derived from discussions/ negotiations, if discussions are held, will be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation are satisfied. No assumption will be made by the evaluators regarding areas not defined in the offeror’s written material/information provided to the DCPS for evaluation.

M.2.4 DCPS will use the below scoring scheme for evaluation. While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.3 TECHNICAL RATING:

M.3.1 The Technical Rating Scale is as follows:

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

M.3.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

M.3.3 If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.4 EVALUATION CRITERIA:

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

M.4.1 TECHNICAL CRITERIA: (XX points maximum)

Factor	Description	Points
<p>Factor 1: <u>Subfactor 1A, 1B, and 1C:</u> Depth and Breadth of the Company – Verifiable documented evidence of years of experience, at least five years of experience of similar scope, size, and complexity of this RFP. The evidence shall be creditable documents.</p> <p>References/Past Performance Questionnaire (Attachment J.12).</p>	<p>The Contractor will be evaluated based on its recent proven experience (duration of at least five years), type, scope and complexity of moving, warehouse, and logistical services as described in this RFP. Successful performance of services in the moving, warehouse and logistical services industry will be evaluated. The offeror will be evaluated based on its proven experience (duration of at least five years).</p> <p>The purpose of this factor is to gather data from an outside source and validate the information provided by the vendor to be accurate, complete and correct. The Contractor(s) will be evaluated based on the feedback of the references provided, the quality of the feedback/past performance evaluation, and the quality of the clients, references/past or existing contracts.</p>	15
<p>Factor 2: Violations and Measures of Remediation (provide evidence.) Subfactor 2A – Methods, Efficiency and Effectiveness. Subfactor 2B – Verifiable Documents.</p>	<p>The purpose of this factor is to assess the methods, efficiency, and effectiveness with which the Contractor has been able to mitigate any identified deficiencies, and the Contractor will be evaluated on.</p> <p>The Contractor(s) will be evaluated based on the documented measures of remediation for Notices of Violation in the last five years. Scoring preference will be given if no violations have been issued.</p>	15
<p>Factor 3: <u>Subfactor 3A</u> Quality of Proposed Performance.</p> <p><u>Subfactor 3B</u> Staffing and Training Plan (Provide a written plan).</p> <p><u>Subfactor 3C</u> Implementation Plan.</p>	<p>The proposal will be evaluated upon the extent to which the proposal demonstrates the offerors’ clear understanding, capability, quality of planning to perform the Scope of this contract.</p> <p>The purpose of this factor is to assess the Contractor’s intent and plan to adequately staff and supervise the staff and labor, covering for emergency response. Please provide a schedule and plan that delineates this staffing.</p> <p>The implementation plan will be evaluated on offerors clear understanding of the requirement and what resources needed,</p>	20

	ability to identify any issues or problems anticipated, and the feasibility of the approach.	
Contractor's License(s)		
Certificate of Insurance		
TOTAL TECHNICAL POINTS		50
NOTE: Bidder shall provide (Attached to the Proposal) evidence to prove the above factors.		

M.4.2 PRICE CRITERION: (50 Points Maximum)

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

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

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

M.4.4 TOTAL POINTS: (112 Points Maximum)

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

M.5 EVALUATION OF OPTION YEARS:

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

M.6 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.6.1. Application of Preferences

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

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

M.6.2 Maximum Preference Awarded

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

M.6.3 Preferences for Certified Joint Ventures

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

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

M.6.4.1 Any bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.6.4.2 Any bidder seeking certification to receive preferences under this solicitation should contact the:

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

M.6.4.3 All offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

END OF THE DOCUMENT