SOLICITATION, OFFER, AND AWARD Government of the District of Columbia	1. Caption	Page 1 of 72 Pages	
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2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market	
	GAGA-2022-R-0024		Sealed Bid (IFB)	January 24, 2022		Open
		X	Sealed Proposals (RFP)			Set Aside
			Other		X	Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions 1200 First Street N.E., 9th floor Washington, D.C. 20002	dcpsoca.inquiries@k12.dc.gov.

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. **Due to the current "Stay-at-Home Order" and Teleworking conditions of the District government, electronic offers for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, No later than 1:00pm EST February 17, 2022.**

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@k12.dc.gov

11. Table of Contents

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OFFER

12. The undersigned agrees, if this offer is accepted within 30 calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number(s)	Date	Amendment Number	Date

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

15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code)	(Number)	(Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items numbered	20. Amount	21 Accounting and Appropriation Data

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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

B.1 OVERVIEW

B.1.1 The District of Columbia Public Schools (DCPS), Office of the Resource Strategy (ORS), Contracts & Acquisitions Division, on behalf of the Office of the Chief Operating Officer (OCOO), Innovation and Systems Improvement (ISI) is seeking to award a contract to provide janitorial and deep cleaning custodial services augmentation at various DCPS schools and facilities as outlined in this Solicitation/Request for Proposal (RFP).

B.1.2 The District contemplates award of one Time and Material/Labor Hour (T&M/LH) Fixed Hourly Rate CLIN(s) in accordance with 27 DCMR Chapter 24. DCPS will not pay any fees, costs, or charges not clearly identified in the Contractor's proposal and/or any subsequent executed contracts between Contractor and DCPS.

B.1.3 The Contractor(s) must propose fully loaded fixed hourly rate prices for the Contract Line-Item Number (CLIN), Base-Year and all Option Years. The Contractor agrees to meet all obligations under the awarded contract.

B.1.4 Offerors shall use the “Section B,” “Section C,” and other sections of the Request for Proposal (RFP) to prepare and submit proposals for this contract.

B.1.5 The contract(s) will be awarded to the responsive and responsible offeror(s) whose offer(s) conform to this RFP and is the most advantageous to the DCPS, price and other (non-price) factors considered and pursuant to the Request for the Proposal GAGA-2022-R-0024.

B.2 WORKING HOURS

B.2.1 DCPS is seeking an hourly rate for providing custodial/janitorial and deep cleaning custodial services augmentation at various DCPS schools and facilities.

B.2.2 The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses and profit.

B.2.3 The regular school hours for this contract are from 8:00 a.m. to 5:00 p.m. The maximum billable hours per school day is 8 hours. The Contractor shall respond all calls within one hour after receipt of the call from DCPS during the working hours, 8:00am to 5:00pm.

B.2.4 Holidays and school closures (including inclement weather) are not billable.

B.2.5 In completing the below price schedule, the contractor is estimating the loaded hourly rate. Contractor is providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimated number of hours for the contract year multiplied by estimated number of labors to provide at the time of the award of the contract.

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B.3 PRICE SCHEDULE/COST SCHEDULE

B.3.1 PRICE SCHEDULE – Time and Material/Labor Hour (T&M/LH)

B.3.1.1 BASE YEAR - March 15, 2022, thru September 30, 2022

Contract Line-Item No. (CLIN)	Description/Labor Category	Estimated Quantity	Unit	Unit Price	Estimated Total Price
0001	Janitorial Deep Cleaning Labors (C.2.9.1)	12,500	Hours		
0002	Laborer(s) (C.2.9.2)	500	Hours		
0003	Emergency Labor Hours (C.2.9.3)	5000	Hours		
Not to Exceed Total		13,500			$_____

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

B.3.1.2 OPTION YEAR ONE October 01, 2022, thru September 30, 2023

Contract Line-Item No. (CLIN)	Description/Labor Category	Estimated Quantity	Unit	Unit Price	Estimated Total Price
1001	Janitorial Deep Cleaning Labors ((C.2.9.1)	12,500	Hours		
1002	Laborer(s) (C.2.9.2)	500	Hours		
1003	Emergency Labor Hours (C.2.9.3)	500	Hours		
Not to Exceed Total		13,500			$_____

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

B.3.1.3 OPTION YEAR TWO October 01, 2023, thru September 30, 2024

Contract Line-Item No. (CLIN)	Description/Labor Category	Estimated Quantity	Unit	Unit Price	Estimated Total Price
2001	Janitorial Deep Cleaning Labors (C.2.9.1)	12,500	Hours		
2002	Laborer(s) (C.2.9.2)	500	Hours		
2003	Emergency Labor Hours (C.2.9.3)	500	Hours		
Not to Exceed Total		13,500			$_____

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

B.3.1.4 OPTION YEAR THREE October 01, 2024, thru September 30, 2025

Contract Line-Item No. (CLIN)	Description/Labor Category	Estimated Quantity	Unit	Unit Price	Estimated Total Price
3001	Janitorial Deep Cleaning Labors (C.2.9.1)	12,500	Hours		
3002	Laborer(s) (C.2.9.2)	500	Hours		
3003	Emergency Labor Hours (C.2.9.3)	500	Hours		
Not to Exceed Total					$_____

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

B.3.1.5 OPTION YEAR FOUR October 01, 2025, thru September 30, 2026

Contract Line-Item No. (CLIN)	Description/Labor Category	Estimated Quantity	Unit	Unit Price	Estimated Total Price
4001	Janitorial Deep Cleaning Labors (C.2.9.1)	12,500	Hours		
4002	Laborer(s) (C.2.9.2)	500	Hours		
4003	Emergency Labor Hours (C.2.9.3)	500	Hours		
Not to Exceed Total		13,500			$_____

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

B.3.1.6 CONTRACT TOTAL VALUE

Number	Category	Period of Performance (POP)	Total Price
01	Base Year	03/15/2022 thru 09/30/2022	$
02	Option Year One	10/01/2022 thru 9/30/2023	$
03	Option Year Two	10/01/23 thru 09/30/2024	$
04	Option Year Three	10/01/2024 thru 09/30/25	$
05	Option Year Four	10/01/2025 thru 09/30/2026	$
Grand Total—Not to Exceed			**$**

B.4 An offeror responding to this solicitation that is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law.

B.5 For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.9.

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

(a) The Contractor is required to comply with Mayor's Order 2021-099, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded. At the request of the district government, Contractors may be asked to provide certification of compliance with this requirement and/or documents and records in support of this certification.

(b) The Contractor is required to comply with City Administrator's Order 2021-4, Resumption of Requirement for All Persons to Wear a Mask Inside District Government Buildings and While on Duty as a District Government Employee or Contractor, dated July 30, 2021, and all substantially similar mask requirements including any modifications to this Order, unless and until they are rescinded or superseded.

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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION:

C.1.1 District of Columbia Public Schools (DCPS), Office of the Chief Operating Officer (OCOO), Innovation and Systems Improvement (ISI) is seeking a contractor to satisfy the need for janitorial/custodial services augmentation to assist with the custodial cleaning of DCPS various schools and facilities.

C.2 SCOPE:

C.2.1 The vendor, must be able to plan, and schedule laborers to augment current in-house custodial services at DCPS schools and facilities.

C.2.2 The awarded Contractor shall provide all labor, supervision, management, administrative support, and all services necessary to successfully perform comprehensive janitorial augmentation services as required and defined in this RFP.

C.2.3 The work for this project's scope includes but is not limited to the cleaning of restrooms, classrooms, offices, corridors, health suites, gymnasiums, and all-purpose rooms. The contract requests manpower/laborers, supervisory, and management services.

C.2.4 Work performed will be inspected and accepted by DCPS on site staff.

C.2.5 The awarded contractor shall perform the work in accordance with all applicable federal, state, local and national codes, and regulations to include DC Municipal Regulations (DCMR), and all requirements as mandated by the District of Columbia Regulatory Authority.

C.2.6 The awarded contractor shall possess a current DCRA license. The Contractor shall be available and capable to provide services as scheduled (i.e., routine, and pre-scheduled work requests) and on-call as well.

C.2.7 The contractor shall designate a key contact person to DCPS who shall maintain an open line for communication during the workday, as well as a recorded line for after work hour requests.

C.2.8 The task and expectations related to the janitorial function are not all inclusive. DCPS may add or delete from these functions, as justified and at no additional cost to the Department. All changes to contract terms or functions will be executed by modification signed by the DCPS contracting officer.

C.2.9 The work for this project's scope/requirement includes but is not limited to:

C.2.9.1 Janitorial Deep Cleaning:

- Clean the interior of buildings including floors, carpet, rugs, windows, and walls
- Disinfect commonly used items like desks, door handles, office tools and phones
- Assist with outdoor grounds maintenance (i.e., removing trash and debris)
- Empty trash and recycling bins
- Move classroom furniture.
- Other related duties as assigned.

C.2.9.2 Laborer:

- Carry out other miscellaneous duties and responsibilities around the job site as requested.
- Operating and tending machinery and heavy equipment (installation of tents etc.).
- Following instructions from supervisors and implementing work plans.
- Loading and unloading materials and equipment.
- Ability to Lift Heavy Loads.
- Physical Stamina and Strength.
- Performs various physical duties as assigned.
- Maintain all safety standards.
- Moves, secures, installs, builds, loads, or unloads materials.
- Performs some specialized tasks which may require on-the job training.
- Effectively using heavy and light equipment, depending on the jobsite/assignment.
- Moves items from place to place, according to direction from the site supervisor.
- Moving tools, equipment, or other material as directed in plans or by supervisor.

C.2.9.3 Emergency Labor Hours -- The awarded contractor(s) must support school emergency requests for janitorial deep cleaning and/or labor and respond within **one hour** to supply number of labors needed.

C.2.9.4 Regular Operating Hours -- for schools are from 8:00 to 5:00 pm EST however the janitorial services must be available before and after school hours, and the contractors shall provide labors after one hour of receiving call for emergency services.

C.3 APPLICABLE DOCUMENTS

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

TABLE OF APPLICALE DOCUMENTS

Item No.	Document Type	Title	Version/Date
1	U.S. Law	U.S. Department Labor, Occupational Safety and Health Administration (OSHA)	2003 Ed.
2	District of Columbia	27 DCMR Chapter 40	Most Recent

C.4 DEFINITIONS

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

C.4.1 CLIN: Contract Line-Item Number.

C.4.2 DCPS: The District of Columbia Public Schools.

C.4.3 Services: The services to be provided by the Contractor(s) under this agreement.

C.4.4 Applicable Law(s): has the meaning as set forth in attachments listed in the Table in Section C.3,

C.4.5 Clean shall include but is not limited to: making a surface clean and free of odor and debris including, but not limited to, trash, dust, lint, dirt, water streaks, mop marks, spots, smudges, streaks, splashing or marking from cleaning equipment, spills stains, soiled traffic patterns, crusted material, bodily fluid, waste, grime, string, gum, tar, soil substances, ash, cigarette butts, other foreign matter, cobwebs, markings, graffiti, debris or trash. The Contractor shall ensure non-carpeted floors and surfaces maintain their natural uniform luster, have no discoloration, and do not have a dull appearance.

C.4.6 Contracting Officer (CO): shall be a business communications liaison between the Department and a Contractor. He or she ensures that their goals are mutually beneficial. The CO is an employee who is responsible for recommending, authorizing, or denying actions and expenditures for both standard delivery orders and task orders, and those that fall outside of the normal business practices of its supporting Contractors and Sub Contractors.

C.4.7 CA: shall mean the Contract Administrator.

C.4.8 Damp-Mop shall include but is not limited to: cleaning a floor such that, when dried, the floor is free from streaks, smears, dirt residue, shoe marks, standing water and odors. It shall always be preceded by sweeping, vacuuming or dust mopping the floor, and shall be accomplished with cotton or cotton-blend looped industrial rag mop saturated/treated with appropriate disinfectant and hot water.

C.4.9 Deficiency: A lack of quality and/or sub-standard mechanical, technical or support work; for the purpose of this solicitation, a deficiency is an item, or condition that is considered sub-standard, or below minimum expectations regarding code, work product and safety.

C.4.10 Disinfect: To clean using a product that contains antimicrobial agents that kill microorganisms. Disinfectant shall be non-caustic or harmful to the floors or fixtures.

C.4.11 Dust Mop shall include but is not limited to: cleaning a floor free of all debris, dust, dust streaks, lint, cobwebs, and non-adhered dirt. Once centralized in piles, debris shall be removed rather than stirred up or scattered. Dust mopping is accomplished with cotton or cotton-blend looped industrial dust mop.

C.4.12 Dusting shall include but is not limited to: cleaning a surface free of all dust, dust streaks, lint, cobwebs, and non-adhered dirt. Dust shall be removed rather than stirred up or scattered. This shall be accomplished using microfiber, electrostatic or functionally similar dust cloths or mitts. Feather dusters shall not be used. Dusters with extendable poles made specifically for wall and ceiling dusting shall be used for such surfaces.

C.4.13 EPA: shall mean the U.S. Department of Environmental Protection Agency

C.4.14 Industry Standards: Industry-developed quality standards that are established as customary for products, practices, or operations used in the provision of janitorial services at facilities of the same type, nature, and size as the Facility.

C.4.15 OSHA: shall mean the Occupational Safety and Health Act of 1970, as amended.

C.5 BACKGROUND

C.5.1 The mission of District of Columbia Public Schools (DCPS) is to ensure that every DCPS school provides a world-class education that prepares all our students, regardless of background or circumstance, for success in college, career, and life.

C.5.2 One of the tasks of the DCPS, Innovation and Systems Improvement (ISI) is to ensure the building spaces and schools are maintained clean which creates a pleasing environment for students, staff and a welcoming image to visitors.

C.6 PURPOSE

C.6.1 DCPS, ISI seeks to augment its current capacity through this custodial/janitorial contract to implement and maintain clean buildings and schools that is inviting and pleasing to students, staff, and visitors.

C.6.2 The vendor, in conjunction with ISI, must be able to plan, implement and support the DCPS mission by augmenting DCPS ISI capabilities in ensuring the schools and facilities will maintain clean and inviting to students and visitors.

C.7 GENERAL REQUIREMENTS

C.7.1 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.7.2 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.7.3 Contract Administration and Management

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

C.7.3.1 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.7.3.2 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.7.3.3 Personnel Administration

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

C.7.3.4 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.7.3.5 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.7.3.6 Contractor Identification in the Government 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 DCPS-issued identification/Name Tag as specified.

C.8 SPECIFICATIONS/REQUIREMENTS

C.8.1 The contractor must have a minimum of 10 contract staff available upon award of the contract.

C.7.2 Carpeted floors shall be vacuumed and cleaned via bonnet or extraction method leaving the carpet free from heavy soil stains, gum, staples, and any other debris.

C.8.3 Wood floors, gum and other debris shall be removed. The floors shall be finished with wood seal and/or wax.

C.8.4 Tile floors shall have gum and other debris removed. Clean corners and floor around unmovable objects and baseboards. Top scrub/strip any dirt build-up of floor finish and rinse floor. Finish floor with floor finish and burnish floor.

C.8.5 All classrooms and offices furniture shall be cleaned, disinfected, and any damaged furniture shall be removed. Clean vents and ledges, high dust pipes and ceilings. Dust and wash light fixtures and cover. Replace all burned out light bulbs and tubes. Wash windows, window shades and windowsills. Clean heating and A/C unit surfaces. Remove tape and debris from walls and wash. Chalk boards and chalk rails shall be washed. Lockers and trash cans shall be washed inside and out. Wash doors and clean door jamb, door glass, transom, kick plates, and door checks.

C.8.6 Restrooms' ceilings and pipes shall be dusted, and vents and ledges shall be cleaned. Dust/wash light fixtures and covers. Wash windows, window shades and windowsills. Clean heating and A/C unit surfaces. Wash walls and doors and sanitize doorknob or handle. All stalls and partitions will be washed and sanitize. Trash cans shall be washed inside and out and sanitize. Mirrors shall be cleaned. Urinals, commodes, and basins shall be cleaned and sanitized, and scrub and sanitize floors.

C.8.7 Kitchen, Cafeteria, and All-Purpose Room, shall be high dust ceilings and horizontal surfaces. Clean vents and ledges, degrease light fixtures and covers. Replace burned out light ballasts, bulbs, and tubes. Windows, window shades and windowsills shall be washed. Clean/degrease vents, heating, and A/C unit surfaces. All walls shall be washed. Cooking units, hoods and filters in kitchen shall be cleaned/degrease. Food contact surfaces and tabletops shall be washed and sanitized. Corners, baseboards, and grease traps shall be cleaned. Trash cans and hand washing basins shall be washed and cleaned Soap and paper towel dispenser shall be filled.

C.8.8 **The protection of Children's Act of 2004 (D.C. Official Code § 4-1501.01 et seq.) employees, volunteers and contract workers working in schools are required to submit to and clear a criminal background check performed by DCPS, and fingerprint. Proof of negative TB tests also must be provided.**

C.8.9 Must have successfully passed the police and the F.B.I. background investigation check (The contractors' direct and indirect staff delivering service under this contract shall not have any prior criminal record of felony convictions, including, but not limited to, any prior criminal record of convictions for child and/or sexual abuse or molestation, rape, or illegal substance possession or distribution).

C.8.10 The contractor shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance, and workmen's compensation and shall be solely responsible for any losses incurred by DCPS, resulting from dishonesty, fraudulent, or negligent acts on the part of its employees or agents. All the contractors' employees shall comply with all rules of DCPS for neatness and courtesy.

C.8.11 The Police and the FBI Background Investigation Checks as specified above in Section C.8.8 shall be processed through the DCPS Office of School Security located at 1200 First Street, NE, 10th Floor only. The contact for appointment for fingerprinting and processing is Ms. Sandra Gliss: Telephone No. (202) 698-1019; email address: Sandra.gliss@dc.gov. The process takes between three (3) and ten (10) days. The selected contractors must contact the Office of Security as soon as the selection has been made by DCPS, OCA and the selected contractor has been official informed of its selection.

C.8.12 The contractor and its employees shall comply with all wages and hours of employment requirements of Federal and State Law and the Service Contract Act. The Contract shall provide wage/salary and benefits per the most applicable recent Wage Determination Rates set by the U.S. Department of Labor under the Service Contract Act. All employees of the contractor shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statues. Attachment J.2.

C.8.13 The Contract shall demonstrate the capability and capacity to meet every one of the requirements outlined in Section B, Section C, and other sections of this contract.

C.9 TASKS AND DELIVERABLES

Refer to Section F.

C.10 CONSEQUENCES OF NON-COMPLIANCE

C.10.1 In the event o non-performance or violation or breach of the requirement by the Contractor, DCPS will have the right to pursue all administrative, contractual, and legal remedies against the Contractor and will have the right to seek sanctions and penalties as shall be appropriate.

C.10.2 DCPS will issue directives regarding any deficiencies, and the Contractor shall be obligated to rectify those deficiencies in a timely manner. DCPS will also, at its options in addition to any other remedies available, assess damages for violations of the terms and conditions of the contract in accordance available laws and regulations.

C.11 DCPS FURNISHED EQUIPMENT

N/A

C.12 DCPS FURNISHED MATERIAL/INFORMATION

DCPS will provide cleaning supplies, mops, broom, dusters, etc., as needed to perform this contract.

C.13 SAFETY

C.13.1 Safety Hazards inherent to Janitorial work includes but is not limited to slip and falls, exposure to cleaning chemicals and solvents, hand or eye injuries, and electrical hazards from use of electrically powered equipment that could lead to minor and even serious injury or loss of life for the contractor and contractor employees. Contractor or contractor employees shall follow standard Safety and Security requirements such as notify law enforcement/Dial 911 when unauthorized or suspicious person(s) are seen on premises or break in suspected. If fire alarm goes off, exit building: call 911, and then call Contracting Officer Representative. Contractor is responsible for awareness of and compliance with all safety requirements of cleaning products proposed for use.

a. Safe Working Environment: The Contractor shall provide adequate first-aid supplies and equipment for the number of personnel and the type of operations at the site.

b. Accident Reporting: The Contractor shall report all accidents/injuries to the Contracting Officer Representative as soon as possible and assist and cooperate fully with the COR and other officials, as required, in the investigation of the accident.

c. Emergency Instructions: The Contractors shall post telephone numbers and reporting instructions for ambulance, physician, hospital, fire department, police, and hazardous spill-response agencies in a designated location and in a manner easily understood by contract personnel. This may include instructions in a language other than English.

d. Personnel Protective Equipment (PPE): The Contractor shall provide its personnel with PPE as required by the nature of the assigned activities. The PPE given for use must meet requirements set by District of Columbia were applicable. The Contractor shall inspect and maintain PPE before use and on a periodic basis to ensure safe operation. As appropriate, personal items must be cleaned, sanitized, and repaired, before being issued to another individual.

e. Prevention of Personal Injury/Property Damage: The Contractor shall implement all reasonable actions to prevent personal injury to its employees or occupants, and or damage to property.

f. Environmental compliance and hazardous materials: Prior to the starting date of the contract, the Contactor shall submit to the Contracting Officer Representative a list giving the name of the manufacturer, the brand name, and Material Safety Data Sheets (MSDS) with the intended use of each of the materials the Contactor proposes to use in the performance of the work. (If to be stored at the facility) Contractor shall not use any materials which the Contracting Officer Representative determines to be unsuitable for said purpose, or harmful to the surfaces to which it is to be applied.

C.14 PERSONNEL

C.14.1 Access to a Government facility shall be limited to only those individuals employed by the Contractor. Contractor shall not admit others to the building. The Government reserves the right to remove any Contractor employee or awardee that is, in the Government's estimation, a security risk for the Government.

C.14.2 The personnel employed by the Contractor shall be trained and qualified in the services required under this contract.

a. Standards of Conduct: The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government equipment (i.e., telephone, computer, copier, printer). Each employee is expected to adhere to standards of behavior that reflect positive compliance to terms and conditions of the contract.

b. No smoking is allowed in the building.

c. The Contractor is strictly prohibited from having any non-employee persons on the premises (including the parking areas) to either work or accompany the contract-employee during the performance of this contract. The Contractor or employees shall not bring children to the premises while the work is being performed.

d. The Contracting Officer or his/her representative may request the Contractor to immediately remove any employee(s) from the work site. The Contractor must comply with any removal request. The Contractor is responsible for providing replacement employee(s) in cases where contract employee(s) are removed from working at the work site or on the contract.

e. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

I. Violation of Federal, State, or local law.
II. Violation of the Rules and Regulations Governing Public Buildings and Grounds. This includes the carrying or possession of explosives, or items intended to be used to fabricate an explosive or incendiary device.
III. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance, or cooperate in upholding the integrity of the security program at the work site.
IV. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
V. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, or actions, fighting, or participation in disruptive activities, which interferes with the normal efficient operations of the Government.
VI. Theft, vandalism, immoral conduct, or any other criminal actions.
VII. Selling consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects while in or on Government-controlled property.
VIII. Unauthorized use of communication equipment on Government property.

IX. Violation of Federal and DC laws and regulations which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

SECTION D: PACKAGING AND MARKING – IF APPLICABLE

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 date of award thru September 30, 2022 (Base Year), as specified on the cover page of this contract, plus four (4) Option Year Period 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-year option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

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

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Timesheets – Signed by School POC	Per person Per shift	Photocopy and email	Weekly
0002	Background Check	Per person Per shift	Excel spreadsheet/evidence	Before the start-up of contract

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The DCPS 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 DCPS will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

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

G.2.2 The Contractor shall submit proper invoices monthly 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 –IF APPLICABLE

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

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS

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

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

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

G.4.2 **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 amount due on the deliveries warrants it; or

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

G.4.3 **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:

c. Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B.

d. Presentation of a properly executed invoice.

G.4.4 -**PAYMENT -- NOT TO EXCEED THE CEILING PRICE --**

G.4.4.1 It is estimated that the total cost to the DCPS for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will **exceed 85 percent (85%)** of the ceiling/Not to Exceed price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the DCPS for performing this contract with supporting reasons and documentation.

G.4.4.2 If at any time during performing this contract, the Contractor has reason to believe that the total price to the DCPS for performing this contract will be substantially greater or less than the then stated Ceiling Price/Not to Exceed price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the DCPS has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

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

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

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

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

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

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

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

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

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

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

G.6.2 Payments to Subcontractors, If Applicable

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

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

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Zahra Hashmi
Contracting Officer
District of Columbia Public Schools
1200 First Street NE, 9th Floor
Washington, DC 20002
Telephone: 202-442-5112
zahra.hashmi@k12.dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINSTRATOR (CA)

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

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

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

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

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

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

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

Cinthia Ruiz
Director, Strategic Schools Operation
DC Public Schools
Innovation and Systems Improvement
1200 First Street NE, 9th Floor
Washington, DC 20002
Telephone: (202) 442.5007
Email: cinthia.ruiz@k12.dc.gov

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

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

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

G.10 ORDERING CLAUSE - IF APPLICABLE

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

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

G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES – IF APPLICABLE

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 20 dated 10/20/2021, 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 – IF APPLICABLE

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 – IF APPLICABLE

H.9.1 Mandatory Subcontracting Requirements

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

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

H.9.1.3 A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

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

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

H.9.1.8 **Subcontracting Requirements – IF APPLICABLE**

H.9.1.9 The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.

H.9.1.10 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.9.1.11 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.9.1.12 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.13 A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

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

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

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

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

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

H.11 AUDITS AND RECORDS

H.11.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.11.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.11.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

a) The proposal for the contract, subcontract, or modification;
b) The discussions conducted on the proposal(s), including those related to negotiating;
c) Pricing of the contract, subcontract, or modification; or
d) Performance of the contract, subcontract, or modification.

H.11.4 Comptroller General

H.11.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.11.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.11.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

H.11.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until thee (3) years after any resulting final termination settlement; and
b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.11.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.11.7, in all subcontracts under this contract that exceed the small purchase threshold of $100,000, and:

a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
b) For which cost or pricing data are required; or
c) That requires the subcontractor to furnish reports as discussed in H.X.5 of this clause.

The following clause is to be used in all contracts for direct services to youth and children:

H.12 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.12.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:
"All crew members entering District of Columbia schools must provide criminal background checks to the program office."

H.12.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children while performing his or her duties. The Contractor shall request traffic records for the following positions:
"Only the personnel who will drive exclusively for performance of this contract shall be requiring traffic records to provide to the program office."

H.12.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.12.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.12.5 The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:

(A) a written authorization which authorizes the District to conduct a criminal background check;

(B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

(C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

(i) Murder, attempted murder, manslaughter, or arson;
(ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
(iii) Burglary;
(iv) Robbery;
(v) Kidnapping;
(vi) Illegal use or possession of a firearm;
(vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
(viii) Child abuse or cruelty to children; or
(ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.12.6 The Contractor shall inform each applicant, employee, and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.12.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

(A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

(B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.X.5(C);

(C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code § 22-2405.

H.12.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.12.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.12.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.12.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

H.12.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.12.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

H.12.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

H.12.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.12.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.X.1 and H.X.2.

H.12.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

H.12.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

H.12.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.12.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.13 DISTRICT RESPONSIBILITIES

No additional responsibilities.

H.14 CONTRACTOR RESPONSIBILITIES

No additional responsibilities. Contractor responsibility shall be successful performance of this contract as described in Section B, Section C, and other sections of this contract.

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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 RESERVED

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 – IF APPLICABLE

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. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

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

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. 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. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage or “shared” limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management (ORM) for compliance review.

6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits 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.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

E. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

F. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

G. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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

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

The Government of the District of Columbia

And mailed to the attention of:
Zahra Hashmi
1200 First Street NE, 9th Floor
Washington, DC 20002
(202) 442-5112

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

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

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

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) Proposal

I.11 DISPUTES

I.11.1 Disputes

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

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

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

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

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

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

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

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

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

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

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

(a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.

(b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:

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

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

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

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

I.13 NON-DISCRIMINATION CLAUSE

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.)* ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.

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

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

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

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

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.

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

I.14 CONTINUITY OF SERVICES

I.14.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.14.1.1 Furnish phase-out, phase-in (transition) training; and

I.14.1.2 Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.14.2 The Contractor shall, upon the CO's written notice:

I.14.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.14.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

I.14.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.14.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.14.5 Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.15 TERMINATION

a) Neither the Contractor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of either the Contractor or the SFA, respectively, and which by the exercise of due diligence it is unable to prevent.

b) The District reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The District shall notify the Contractor, in writing, of specific instances of non-compliance. In instances where the Contractor has been notified on non-compliance with the terms of the contract, and has not taken immediate corrective action, the District shall have the right, upon written notice, to immediately terminate the contract and the contractor shall be liable for any damages incurred by the District. The District shall negotiate a re-purchase contract on a competitive basis to arrive at a fair and reasonable price.

c) The District shall give written notice to the Contractor and terminate the right of the Contractor to proceed under this contract if the District finds that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the contractor to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the District makes such findings shall be an issue and may be reviewed in any competent court.

d) In the event this contract is terminated, as provided in paragraph (d) hereof, the District shall be entitled:

   i. To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and

   ii. As a penalty in addition to any other damages in an amount which shall not be less than three, nor more than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

e) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I.18.1 TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT

DCPS has the right to terminate the contract for the convenience of the government, DCMR 27, Section 3702 -- Termination for Convenience of the Government (Fixed-Price) (Short Form).

I.18.2 TERMINATION FOR DEFAULT

I.18.2.1 DCPS has the right to terminate the contract for default of the contractor on satisfactory performance in accordance with the terms and conditions of the contract, 27 DCMR Section 3710 -- Default (Fixed-Price Supply and Service) (Apr 1984).

I.18.2.2 DCPS reserves the right to terminate the contract for default without advance notice in the event the contractor is closed for the reasons cited in C.5.2 above.

I.19 CONTRACT WORK HOURS AND SAFETY STANDARDS

I.19.1 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C §327-330, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the Contractor shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

I.20 COST AND PRICING DATA

RESERVED

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.: 2015-4281, Revision No.: 20, Date of Revision: 10/20/2021	No
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"	Yes
J.4	Department of Employment Services First Source Employment Agreement	Yes
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice	No
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet	No
J.7	Tax Certification Affidavit, www.ocp.dc.gov	Yes
J.8	Certificate of Clean Hands	Yes
J.9	Subcontracting Plan (if required by law) available at www.ocp.dc.gov click on "Solicitation Attachments"	Yes
J.10	First Source Initial Employment Plan (if contract is $300,000 or more)	Yes
J.11	Bidder/Offeror Certification Form available at http://ocp.dc.gov, click on "Solicitation Attachments	Yes
J.12	Certificate of Insurance (Section I.8)	Yes
J.13	Past Performance Questionnaire	Yes

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

NOTE 02: Contractors shall submit documents with their proposals which denotes "Yes" at the right column

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

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

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

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

L.1.1.5 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the district.

L.1.1.6 The District may award more than one Time and Material/Labor Hour (T&M/LH) contracts with Fixed Unit Price CLINs resulting from this solicitation to the responsive and responsible offeror whose proposal is determined to be the most advantageous offer with regards to price and other factors.

L.1.1.7 Offerors' price shall be valid for no less than 90 days.

L.1.1.8 The contractor(s) shall submit proposals for the base year and option year one through option year four as set forth in section B.

L.2 SELECTION OF NEGOTIATION PROCESS

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

L.3 PROPOSAL ORGANIZATION AND CONTENT:

L.3.1 The offeror(s) shall submit one (1) original electronic copy of the proposal and associated attachments. The proposals shall be submitted in two parts/volumes titled, "Technical Proposal" and "Price Proposal." The electronic proposals shall have a 12-point font size on 8.5" by 11" paper size. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted via dcpsoca.inquiries@k12.dc.gov, and file marked: "Proposal in Response to Solicitation No. GAGA-2022-R-0024, Janitorial/Custodial Services."

L.3.2 Offerors shall submit technical proposals to address sections C, L, and M of the solicitation including reference to these sections to support evaluation of the proposals labeled as "Technical Proposal." The offerors shall submit (1) technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.3.3 Volume/Binder One shall include responses to the Technical Evaluation Factors, Past performance, Licenses, and all the DCPS Mandatory Documents completed and signed, Certificate of Insurance, and Subcontracting Plan, if applicable, etc., all separated by tabs. **DO NOT** include any price or price related information in this Binder.

L.3.4 Volume/Binder Two shall include cost/price and const and/or price related items and material.

This table depicts the proposal organization and content.

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

L.3.5 All attachments shall be submitted as a PDF file. The district will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.3.6 Offerors shall be fully responsible to submit Certificate Of Insurance (COI) and all attachments listed in **Section J** and other parts of the solicitation. It shall be solely the offeror's responsibility to complete, sign and submit all Representations, Certifications and Acknowledgments. Failure to do so may result in a proposal rejection.

L.3.7 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 meaningful evaluation of 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 information requested below for the technical proposal shall facilitate meaningful evaluation for all proposals. 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.3.8 The Technical Volume/Binder proposal shall start with an Executive Summary. The Executive Summary shall provide an overview and synopsis of the proposal, and should be an aid to understanding the organization, content, and interrelationship of the proposal material. The offeror shall provide a brief history of the creation and development of the company and a description of the legal structure and organization of the company. Pertinent aspects of the proposed approach including teaming approaches, if any, subcontracting, if applicable, and relevant corporate experience, and expertise on similar programs shall be identified. Proposal advantages or unique approaches should be highlighted.

L.3.9 Price information shall not be included in this binder/document. Reference to the proposal factors containing substantiating information should be given when possible. Identify company officials/point of contact to be contacted for information about the proposal and/or notified of the selection decision.

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

L.3.11 Technical proposal format shall follow the format of this RFP, Section L and Section M. **DO NOT** submit the solicitation document with and/or as part of the technical write up.

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 1:00pm EST February 17, 2022**. 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 will 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, will 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@k12.dc.gov. The prospective offeror shall submit **questions no later than 1:00pm EST February 02, 2022**. The district will not consider any questions received after the specified date of 1:00pm EST February 02, 2022. 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 February 07, 2022, by 2:00pm. Oral explanations or instructions given by District officials before the award of the contract will not be binding. 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/Technical shall be organized as outlined below:

Volume/Binder One of the proposals shall include a copy of the Executive Summary, title page and table of contents. The table of contents shall list tabs, sections, subsections, and page numbers.

L.7.1.1 FACTOR 1 – Past Performance --the degree to which an offeror satisfied its customers in terms of adherence to specifications, quality control, timely performance, effectiveness of management, compliance with labor standards and compliance with safety standards. The Government may also obtain performance information of other contracts not referenced by the offeror.

The Attachment J.13, Past Performance Questionnaire shall be completed by no less than three prior clients/customers and sent/emailed directly to DCPS via link: dcpsoca.inquiries@dc.gov, and zahra.hashmi@k12.dc.gov, no later than 12:00pm EST Thursday February 14, 2022.

L.7.1.2 FACTOR 2 -- Experience: The Contractor's prior experience outside and with DC Public Schools and Resource Capacity based on its breadth, depth, and relevance to the work require under this contract.

Contractor(s) shall provide a written statement outlining past relevant experiences on similar contracts in value and complexity within the past five (5) years of the date of receipt of this request for proposal.

i. Description of services rendered
ii. Resources committed to the contract
iii. Length and total dollar amount of contract
iv. Point(s) of contact within DCPS for the contract awarded
v. Point(s) of contact with other clients/customers (non-DCPS).

L.7.1.3 FACTOR 3 – Quality, Completeness, and Compliance of the Proposal Document:

The contractor proposals on clearly addressing how the Contractor will successfully perform this contract with respect to format, clarity, completeness, correctness, and responsiveness (Technical). All attachments are completed and attached. The price proposal is complete for base-year and all option years. The written proposal follows the format of this solicitation answering the evaluation criteria.

NOTE: Attachment J.13 Past Performance Questionnaire shall be completed by the Contractor Reference and directly submitted to DCPS as part of the evaluation factors.

L.7.2 Volume II Cost/Price Proposal -- shall be organized to reflect the vendors best pricing for this requirement.

L.7.2.1 Offerors shall provide in its proposal the prices as described and depicted in Section B.3.1 (B.3.1.1 thru B.3.1.6) 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 labor rates shall be fully loaded and include wages, benefits, overhead, general, and administrative expenses and profit.

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 is specified in an addendum to the RFP.

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:

Zahra Hashmi
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: zahra.hashmi@k12.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, after 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 offerors.

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 decide contractor 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 documents such as:

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

L.21 PRE-PROPOSAL CONFERENCE

L.21.1 A pre-proposal conference will not be held.

L.22 SIGNING OF PROPOSAL

L.22.1 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.22.2 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:

M.1.1 Award(s) will be made to the responsible offeror whose proposal conforms to this solicitation and 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 in this solicitation. A proposal that receives an "unacceptable" rating in any of the technical or management factors will not be considered for.

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:

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

M.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: (70 points maximum)

M.4.1.1 **FACTOR 1 – Past Performance 20 Points**

The Contractor will be evaluated on the degree to which an offeror satisfied its customers In terms of adherence to specifications, quality control, timely performance, effectiveness of management, compliance with labor standards and compliance with safety standards. The Government may also obtain performance information of other contracts not referenced by the offeror.

M.4.1.2 **FACTOR 1 -- Past Performance Questionnaire 10 Points**

The Contractor will be evaluated on quality, completeness of the Past Performance Questionnaire, relevance of the Past Performance to this contract regarding value, complexity, and similarity. DCPS reserves the right to verify the provided past performance documents and evidence by using other sources and interviewing.

M.4.2 **FACTOR 2 -- Experience: The Contractor's prior experience outside and with DC Public Schools and Resource Capacity based on its breadth, depth, and relevance to the work require under this contract. 25 Points**

The Contractor(s) will be evaluated on the quality of the written statement outlining past relevant experiences on similar contracts in value and complexity within the past five (5) years of the date of receipt of this request for proposal. DCPS reserves the right to verify all submitted documents/evidence.

i. Description of services rendered
ii. Resources committed to the contract
iii. Length and total dollar amount of contract
iv. Point(s) of contact within DCPS for the contract awarded
v. Point(s) of contact with other clients/customers (non-DCPS).

M.4.3 FACTOR 3 – Quality, Completeness, and Compliance of the Proposal Document 15 Points

The contractor(s) will be evaluated on clarity, responsiveness conforming to the solicitation, and proposing the most advantageous proposal, technical and price (Base-Year and all Option Years), submission of all completed attachments and required documents per Section J and other parts of the solicitation.

M.5 PRICE CRITERION: (30Points 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:

Lowest price proposal
---------- x weight = Evaluated price score
Price of proposal being evaluated

M.5.1 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.7.2 (12 Points Maximum)

M.5.2 TOTAL POINTS: (112 Points Maximum)

M.5.2.1Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

M.6 EVALUATION OF OPTION YEARS:

M.6.1 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.7 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.7.1. 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.7.1.1 A small business enterprise certified by the DSLBD will receive a three percent (3%) reduction in the bid price.

M.7.1.2 A resident-owned business certified by DSLBD will receive a five percent (5%) reduction in the bid price.

M.7.1.3 A longtime resident business certified by DSLBD will receive a ten percent (10%) reduction in the bid price.

M.7.1.4 A local business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.7.1.5 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.7.1.6 A disadvantaged business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.7.1.7 A veteran-owned business certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.7.1.8 A local manufacturing business enterprise certified by DSLBD will receive a two percent (2%) reduction in the bid price.

M.7.2 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.7.3 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.7.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.7.4.1 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.7.4.2 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.7.4.3 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