


SOLICITATION, OFFER, AND AWARD  Government of the District of Columbia	1. Caption		Page 1 of 76 Pages	
	Hot Food Equipment and Hood and Exhaust System Maintenance, Repair and Service		1	

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	GAGA-2020-R-0066	<input type="checkbox"/> Sealed Bid (IFB)		<input type="checkbox"/> Open
		<input checked="" type="checkbox"/> Sealed Proposals (RFP)		<input type="checkbox"/> Set Aside
		<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside

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

SOLICITATION

9. Sealed offers in **four (4) hardcopy** and **one flash drive** for furnishing the supplies or services in the Schedule shall be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, N.E., 9th Floor **no later than 2:00 pm EST on 06/29/2020.**

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	202.442.5120	Zahra.hashmi@dc.gov

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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	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number(s)	Date	Amendment Number	Date

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

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

GAGA-2020-R-0066

Hot Food Equipment Maintenance, Services, and Repair

			- Refer to Section G	
AWARD (TO BE COMPLETED BY GOVERNMENT)				
19. Accepted as to Items numbered		20. Amount		21 Accounting and Appropriation Data
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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

- B.1** The District of Columbia Public Schools (DCPS) Office of Contracts and Acquisitions (OCA), on behalf of the Office of Food and Nutrition Services (FNS) is seeking a contractor to provide the following services: (1) Food service mechanical equipment preventative maintenance and exhaust hood system inspection, cleaning and maintenance; and (2) Food service mechanical equipment service and repair. The services shall include parts, equipment, hourly labor costs, and applicable trip charges.
- B.2** DCPS will award one Hybrid contract to include (a) Time and Materials Type Contract (T&M) for Services and Repairs, and (b) Firm Fixed Price (FFP) Type Contract for Maintenance, Inspection, and Cleaning in accordance with 27 DCMR Chapter 24.
- B.3** Offerors shall use the attached “Inventory Spreadsheet,” “Section C,” and other sections and attachments of the Request for Proposal (RFP) to prepare and submit technical and pricing proposals for this contract.
- B.4 Price Schedule—Hybrid Contract of Time and Materials (T&M), and Firm Fixed Price (FFP)**
 - B.4.1** The Contractor(s) will be awarded a hybrid of T&M and FFP contract for maintenance, services and supplies that are divided into three categories as listed below:
 - B.4.1.1** Category One: Food service mechanical equipment preventative maintenance – FFP.
 - B.4.1.2** Category Two: Food service mechanical equipment service and repair – T&M.
 - B.4.1.3** Category Three: Exhaust hood system inspection, cleaning, and maintenance - FFP
 - B.4.1.1 Category One:** Food service mechanical equipment preventative maintenance and exhaust hood inspection, cleaning, and maintenance. Use attached “Inventory Spreadsheet,” “Section C,” and other sections of the RFP to complete the pricing. Preventive maintenance will be done once a year at each school.

ALL CATEGORY ONE CLINs ARE FFP.

B.4.1.1.1 BASE YEAR –August 01, 2020 thru July 31, 2021

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Food service mechanical equipment preventative maintenance. See Attachment J.9, and J.10.	\$
Total for Base Year		\$

B.4.1.1.2 OPTION YEAR ONE – August 1, 2021 thru July 31, 2022

Contract Line Item No. (CLIN)	Item Description	Total Price
1001	Food service mechanical equipment preventative maintenance. See Attachment J.9, and J.10.	\$
Total for Option Year One		\$

B.4.1.1.3 OPTION YEAR TWO – August 1, 2022 thru July 31, 2023

Contract Line Item No. (CLIN)	Item Description	Total Price
2001	Food service mechanical equipment preventative maintenance. See Attachment J.9, and J.10.	\$
Total for Option Year Two		\$

B.4.1.1.4 OPTION YEAR THREE – August 1, 2023 thru July 31, 2024

Contract Line Item No. (CLIN)	Item Description	Total Price
3001	Food service mechanical equipment preventative maintenance. See Attachment J.9, and J.10.	\$
Total for Option Year Three		\$

B.4.1.1.5 OPTION YEAR FOUR – August 1, 2024 thru July 31, 2025

Contract Line Item No. (CLIN)	Item Description	Total Price
4001	Food service mechanical equipment preventative maintenance. See Attachment J.9, and J.10.	\$
Total for Option Year Four		\$

B.4.1.2 Category Two: Food service mechanical equipment service and repair. Use “Attachments” “Section C,” and other sections of the RFP to complete the pricing.

ALL CATEGORY TWO CLINs ARE T&M.

B.4.1.2.1 BASE YEAR – August 1, 2020 thru July 31, 2021

Contract Line Item No. (CLIN)	Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.	Hourly Labor Rate	Estimated Labor Hours	Total Amount
0001	Technician	\$ _	810	\$
Subtotal Labor				\$ _____
Contract Line Item No. (CLIN)	Materials	Not to Exceed (NTE) Amount		
0002	Not to Exceed			\$
Total for Base Year (Including Materials) NTE			\$	

NOTES:

1. The fixed hourly rate shall include all ancillary items needed to complete the job/service (i.e., labor, wages, overhead, administrative expenses, tools, materials, parking, etc.)
2. The contractor provides the price to be paid for the material shall be based on an established catalog or list price in effect when material is furnished, less all applicable discounts to the District, and that in no event shall the price exceed the contractor's sales price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower (27 DCMR Section 2420.6(d)). DCPS reserves the right to verify all pricing.

B.4.1.2.2 OPTION YEAR ONE – August 1, 2021 thru July 31, 2022

Contract Line Item No. (CLIN)	Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.	Hourly Labor Rate	Estimated Labor Hours	Total Amount
1001	Technician	\$	810	\$
Subtotal Labor				\$ _____
Contract Line Item No. (CLIN)	Materials	Not to Exceed (NTE) Amount		
1002	Not to Exceed			\$
Total for Option Year One (Including Materials) NTE			\$	

NOTES:

1. The fixed hourly rate shall include all ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, parking, etc.)
2. The contractor provides the price to be paid for the material shall be based on an established catalog or list price in effect when material is furnished, less all applicable discounts to the District, and that in no event shall the price exceed the contractor's sales price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower (27 DCMR Section 2420.6(d). DCPS reserves the right to verify all pricing.

B.4.1.2.3 OPTION YEAR TWO – August 1, 2022 thru July 31, 2023

Contract Line Item No. (CLIN)	Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.	Hourly Labor Rate	Estimated Labor Hours	Total Amount
2001	Technician	\$	810	\$
Subtotal Labor				\$ _____
Contract Line Item No. (CLIN)	Materials	Not to Exceed (NTE) Amount		
2002	Not to Exceed			\$
Total for Option Year Two (Including Materials) NTE			\$	

NOTES:

1. The fixed hourly rate shall include all ancillary items needed to complete the job/service (i.e., labor, wages, overhead, administrative expenses, tools, materials, parking, etc.).
2. The contractor provides the price to be paid for the material shall be based on an established catalog or list price in effect when material is furnished, less all applicable discounts to the District, and that in no event shall the price exceed the contractor's sales price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower (27 DCMR Section 2420.6(d). DCPS reserves the right to verify all pricing.

B.4.1.2.4 OPTION YEAR THREE – August 1, 2023 thru July 31, 2024

Contract Line Item No. (CLIN)	Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.	Hourly Labor Rate	Estimated Labor Hours	Total Amount
3001	Technician	\$ _	810	\$
Subtotal Labor				\$ _____
Contract Line Item No. (CLIN)	Materials	Not to Exceed (NTE) Amount		
3002	Not to Exceed			\$
Total for Option Year Three (Including Materials) NTE			\$	

NOTES:

1. The fixed hourly rate shall include all ancillary items needed to complete the job/service (i.e., labor, wages, overhead, administrative expenses, tools, materials, parking, etc.)
2. The contractor provides the price to be paid for the material shall be based on an established catalog or list price in effect when material is furnished, less all applicable discounts to the District, and that in no event shall the price exceed the contractor's sales price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower (27 DCMR Section 2420.6(d). DCPS reserves the right to verify all pricing.

B.4.1.2.5 OPTION YEAR FOUR – August 1, 2024 thru July 31, 2025

Contract Line Item No. (CLIN)	Labor Category: Food Service Mechanical Equipment Service and Repair. See Attachments J.9, and J.10.	Hourly Labor Rate	Estimated Labor Hours	Total Amount
4001	Technician	\$ _	810	\$
Subtotal Labor				\$ _____
Contract Line Item No. (CLIN)	Materials	Not to Exceed (NTE) Amount		
4002	Not to Exceed			\$
Total for Option Year Four (Including Materials) NTE			\$	

NOTES:

- 1 The fixed hourly rate shall include all ancillary items needed to complete the job/service (i.e, labor, wages, overhead, administrative expenses, tools, materials, parking, etc.)
2. The contractor provides the price to be paid for the material shall be based on an established catalog or list price in effect when material is furnished, less all applicable discounts to the District, and that in no event shall the price exceed the contractor's sales price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower (27 DCMR Section 2420.6(d). DCPS reserves the right to verify all pricing.

ALL CATEGORY THREE CLINs ARE FFP.

B.4.1.3 Category Three: Exhaust hood system inspection, cleaning, and maintenance. Use the "Attachments," "Section C," and other sections of the RFP to complete the pricing.

B.4.1.3.1 BASE YEAR –August 01, 2020 thru July 31, 2021

Contract Line Item No. (CLIN)	Item Description	Total Estimated Price
0001	Exhaust hood system inspection, cleaning, and maintenance	\$
Total for Base Year		\$

B.4.1.3.2 OPTION YEAR ONE –August 01, 2021 thru July 31, 2022

Contract Line Item No. (CLIN)	Item Description	Total Estimated Price
1001	Exhaust hood system inspection, cleaning, and maintenance	
Total for Option Year One		

B.4.1.3.3 OPTION YEAR TWO –August 01, 2022 thru July 31, 2023

Contract Line Item No. (CLIN)	Item Description	Total Estimated Price
2001	Exhaust hood system inspection, cleaning, and maintenance	
Total for Option Year Two		

B.4.1.3.4 OPTION YEAR THREE –August 01, 2023 thru July 31, 2024

Contract Line Item No. (CLIN)	Item Description	Total Estimated Price
3001	Exhaust hood system inspection, cleaning, and maintenance	
Total for Option Year Three		

B.4.1.3.5 OPTION YEAR FOUR –August 01, 2024 thru July 31, 2025

Contract Line Item No. (CLIN)	Item Description	Total Estimated Price
4001	Exhaust hood system inspection, cleaning, and maintenance	
Total for Option Year Four		

B.4.1.3 Category One: Food service mechanical equipment preventative maintenance

Number	Period of Performance (POP)	Price
01	Total Base Year	
02	Option Year One	
03	Option Year Two	
04	Option Year Three	
05	Option Year Four	
06	GRAND TOTAL	

B.4.1.4 Category Two: Food service mechanical equipment service and repair

Number	Period of Performance (POP)	Price
01	Total Base Year	
02	Option Year One	
03	Option Year Two	
04	Option Year Three	
05	Option Year Four	
06	GRAND TOTAL	

B.4.1.5 Category Three: Exhaust hood system inspection, cleaning, and maintenance

Number	Period of Performance (POP)	Price
01	Total Base Year	
02	Option Year One	
03	Option Year Two	
04	Option Year Three	
05	Option Year Four	
06	GRAND TOTAL	

B.4.1.6 CONTRACT ALL CATEGORIES

Number	Category	Total Price
01	Category One	
02	Category Two	
03	Category Three	
04	Contract Grand Total	

B.5 The minimum level of prior experience required in the Labor Category by an established organization: “Technical” is minimum of five years of proven experience in preventative maintenance, repair and exhaust hood cleanings. Offerors must be certified for the repair of all equipment brands as specified in the Equipment Inventory applicable document. Individuals and newly formed groups of individuals that have recently incorporated with less than the experience minimum requirement shall be disqualified from this competition.

B.6 A bidder responding to this solicitation that is required to subcontract and shall submit with its bid a subcontracting plan required by law. Bids responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law.

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

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

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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The Contractor shall provide annual preventative maintenance, repair, and equipment replacement for food service hot mechanical equipment, and hood ventilation systems at all DCPS locations, currently listed at 115 (subject to increase or decrease) sites and subject to change based on new construction, expansion into other existing buildings or consolidation. The goal of this contract is to reduce equipment downtime, increase lifespan, and minimize service calls on all food service equipment owned by DCPS. The Contractor is required by this contract to assure that the specified mechanical equipment is inspected and maintained in a satisfactory, working condition without the necessity of a service call. To accomplish this, the Contractor shall provide annual preventative maintenance on the school system's hot equipment. Maintenance shall include all the manufacturer's suggested services. The Contractor shall be responsible for maintaining all systems in good, efficient, operating condition and shall supply all labor and parts that are necessary to service and repair. Preventative maintenance visits may be performed at the same time as service calls are made. Services under this contract shall include but are not be limited to: response to service calls from FNS, all diagnostics, materials, labor and equipment required to repair system malfunctions properly and promptly. To ensure prices are fair and reasonable, DCPS reserves the right to compare prices with other sources, including but not limited to General Services Administration (GSA).

C.1.2 The Contractor shall work between the hours of 7:00 a.m. and 5:00 pm, Monday through Friday, known as "normal working hours". The Contractor shall respond to calls from FNS per below:

- C.1.2.a. Regular Routine Repair: within one hour and to be on the job site within four (4) hours of receiving a service call from FNS, any time of the day or night, 24 hours per day, 7 days per week.
- C.1.2.c. Emergency Repair: The Contractor must respond to all calls deemed an emergency by FNS to be at the job site within one (1) hour of receiving the call. Any work completed outside of normal working hours will be considered overtime hours and will be paid in accordance with the pertinent laws and regulations.
- C.1.2.d. Regular Routine Maintenance:
- C.1.2.e. Miscellaneous Issues: Will be explained and clarified at the time of the call.

C.1.3 The Contractor shall have the capability to increase the number of available technicians at any time based on increased workload.

C.1.4 All products shall at the minimum carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year. This includes fitness for particular use and the standard commercial provisions of express warranty.

C.1.5 Offerors submitting preventative maintenance, equipment purchase/delivery, exhaust system maintenance repair proposals shall have previous experience of no less than five (5) years servicing institutional/commercial kitchen equipment of the type and scope listed as an organization.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
0001	Adobe PDF	DCPS Kitchen Equipment Inventory	07/24/2019
0002	Website	National Fire Protection Association (NFPA)	06/02/2017
0003	Website	DC Building Laws and Regulations	06/02/2017
0004	Website	National Electrical Code (NEC)	06/02/2017
0005	Excel Spreadsheet	Invoice Template	02/03/2018
0006	Adobe PDF	DCPS FNS Equipment Vendor Process	07/24/2019

C.3 DEFINITIONS (ACRONYMS)

These terms and acronyms when used in this RFP have the following meanings:

1. DCPS – District of Columbia Public Schools
2. Exhaust Hoods Inspection and Cleaning – Provision of all materials, labor to include equipment, tools, supplies, and supervision necessary to provide for full system inspection at least once per year and cleaning of each system per manufacture’s recommendations.
3. FNS – Food & Nutrition Services
4. Hot Equipment – Also, FNS defines kitchen apparatus’ producing heat or utilizes heating elements in efforts to hot hold or cook food products to a minimum temperature of 145 degree i.e. Ovens, Warmers, Steamers, Steam table/Serving lines, Tilt Skillets, Soup Kettles, Broiler, Combination ovens, Range tops, Mixers, Slicers, etc.
5. OCOO – Office of the Chief Operating Officer
6. OEM – Original Equipment Manufacturer or item specified by the manufacturer for use in the equipment under service
7. Part – A “part” is defined as any component of, accessory to, and/or attachment to “equipment”.
8. Preventive Maintenance – Mechanical equipment is inspected and maintained in a satisfactory, working condition without the necessity of a service call.
9. Repair/Service – Provide repair service equipment pick up/placement, for food service mechanical equipment at 113 locations within the District of Columbia

10. Working Hours – Hours the employees are on site working. This excludes time spent retrieving parts, lunchtime, and/or breaks.

C.4 BACKGROUND

FNS is responsible for providing meal services to all 115 DCPS school sites (subject to increase or decrease) with breakfast, lunch, supper, snack, summer and other meal programs as a service to its nearly 50,000 students throughout each school operating day. The number of schools with sponsored meal programs is subject to change each school year, depending on the Districts' needs. The school food program has changed dramatically over the last few years. Federal and local regulations have improved the quality of the programs, which will only continue to evolve and grow in breadth in the upcoming years. Cafeteria staff members are now tasked with actual cooking rather than simply reheating, as has been the norm of many years. . Currently, schools are equipped with minimal equipment geared toward the reheating and holding of frozen preprocessed foods (Note: servicing of refrigeration equipment is not included as a part of this solicitation. It is not uncommon for a DCPS cafeteria that feeds more than an average 250 students to only utilize convection oven and a holding cabinet. Newer standards for FNS cooking processes in its updated and newly constructed kitchens require cafeteria staff to boil, simmer, braise, sauté, roast and steam, among other methods. These processes require properly maintained and repaired equipment to be executed efficiently and safely for the 50,000+ students enrolled at DCPS.

C.5 REQUIREMENTS

The Contractor shall perform the following services for food service hot mechanical equipment:

C.5.1. Preventative Maintenance

- a. The Contractor shall provide preventative maintenance once per contract year to the school system's hot equipment. Maintenance shall include all the manufacturer's suggested service. The Contractor shall be responsible for maintaining all systems in good, efficient operating condition and shall supply all labor and parts that are necessary to service and repair. Preventative maintenance visits may be performed at the same time as service calls are made.
- b. All costs are to be all-inclusive. The costs of all labor, material, equipment, supervision, mileage, clean up, waste disposal, overhead, and profit are to be included. Travel time shall be covered by the Contractor. Unit costs may be utilized in the event of change orders due to variance in estimated quantities and/or site conditions and scope changes.
- c. The Contractor shall perform preventative maintenance on the all equipment listed in an annual cycle beginning August 1 and ending on July 31 of each year. This includes all manufactured recommended services, including but not limited to lubrication, cleaning filter changing, calibrating, de-liming descaling, and minor adjustments. All repairs require approval of the FNS designated Contract Administrator or authorized designee.

- d. The Contractor shall prepare and supply to FNS a preventative maintenance schedule that allows multiple pieces of equipment to be serviced during the same trip, which will minimize travel time from the offeror and lessen potential disruption of food preparation. However, the Contractor and DCPS may collaborate as deemed necessary. The Contractor shall ensure that mechanical equipment is inspected and maintained in a satisfactory working condition per this contract and without the necessity of a service call.
- e. The Contractor shall have sufficient parts carried on their trucks to assure that at least fifty percent (50%) of the repairs can be completed at the time of the preventive maintenance visit; the inventory shall be communicated and shared between the contractor and DCPS to determine what is appropriate for common repairs.
- f. The Contractor shall be solely responsible for all gaskets, lids, liners, doors, handles, switches, locks, and any other parts, costing less than \$200.00 if replacement is necessary for any reason. Cost for a part greater than \$200.00 shall have a quote that must be approved by CA or designee prior to order and installation.

C.5.2. Equipment Repair Contractor Response/Operations

- a. The Contractor is not required to provide services on DCPS recognized holidays unless there is an emergency. Below is the list of observed recognized federal and DCPS holidays:
 1. Labor Day, 1st Monday in September
 2. Columbus Day, 2nd Monday in October [also called Indigenous Peoples' Day]
 3. Veterans Day, November 11th
 4. Thanksgiving Day, 4th Thursday in November
 5. Christmas Day, December 25th
 6. New Year's Day, January 1st
 7. Martin Luther King, Jr. Day, 3rd Monday in January
 8. Inauguration Day, January 20th [every 4th year]
 9. President's Day, 3rd Monday in February [also called Washington's Birthday]
 10. District of Columbia Emancipation Day, April 16th
 11. Memorial Day, last Monday in May
 12. Independence Day, July 4th
- b. The Contract Administrator or authorized designee must approve any work performed outside of working hours of 7:00am through 5:00pm.
- c. FNS may provide storage for the Contractor's tools, equipment and materials.
- d. FNS does not assume responsibility for the security of these items. Contractor shall not use torches or open flames until after student dismissal and with proper validation that fire suppression and alarm systems have been disabled during the work period. Work which requires system shutdown and emergency, or overtime work shall be coordinated with the school system's Contract Administrator or authorized designee and other District personnel as needed.
- e. The contractor shall provide repair services in a neat and orderly manner.

- f. Each job site shall be kept clean, free of debris and maintain minimal disruption to school activities and employees. The work area shall be cleaned of all surplus and discarded materials, spilled materials and excess materials left from the work resulting from the Contractor's operations. All adjoining areas impacted by the work completed shall be restored to the condition they were in prior to the work. The Contractor(s)' maintenance personnel shall thoroughly clean up the work area and properly dispose of any residue after each maintenance action.
- g. The Contractor shall work between the hours of 7:00 a.m. and 5:00 pm, Monday through Friday, known as "normal working hours". The Contractor shall respond to calls from FNS per below:
 - i. Regular Routine Repair:
 - ii. Regular Routine Maintenance:
 - iii. Emergency Repair:
 - iv. Miscellaneous Issues:
- h. within one hour and to be on the job site within four (4) hours of receiving a service call from FNS, any time of the day or night, 24 hours per day, 7 days per week. The Contractor must respond to all calls deemed an emergency by FNS to be at the job site within one (1) hour of receiving the call. Any work completed outside of normal working hours will be considered overtime hours and will be paid in accordance with the pertinent laws and regulations. Emergency Repair: will be performed onsite within one (1) working hour of request for repair. Normal repairs will be performed within eight working hours of request for maintenance. The maximum allowable downtime for any equipment is two working days. Examples of emergency call may include:
 - i. the sole oven at a school that is not heating and is needed to be operable immediately to prepare meals for the day's enrollment as there may not be an alternative to feed the students.
 - ii. Another example may be that a stovetop is emitting an odor of natural gas when in use, which must be addressed to ensure the safety of everyone in the building from fire or explosion hazard.
- i. The Contractor shall work between the hours of 7:00 a.m. and 5:00 p.m. However, in no case shall the contractor's inability to complete preventative maintenance work during normal working hours waive his responsibility for the functionality of the equipment or any other requirements of this contract. Work which requires system shutdown and emergency, or overtime work shall be coordinated with the Contract Administrator or authorized designee and other District personnel as needed.
- j. The Contract Administrator or authorized designee must approve any work performed outside of the regular working hour (7:00 am and 5:00 pm).
- k. All prices should be comparable and compatible in accordance with GSA schedule. This shall include the procurement of new or gently used hot equipment for DCPS to purchase.
- l. Services under this contract shall include, but not limited to, response to service calls from the District of Columbia Public School System, all diagnostics, materials, labor and equipment required to repair system malfunctions properly and promptly.
- m. Equipment shall be serviced and returned to full operation within 3 days of the service call.

- n. The Contractor shall be solely responsible for all gaskets, lids, liners, doors, handles, switches, locks, and any other parts, costing less than \$200.00 if replacement is necessary for any reason. Cost for a part greater than \$200.00 shall have a quote that must be approved before part can be ordered and installed. The Contract administrator or authorized designee must approve the quote and the Contractor must provide an invoice as verification of costs.

C.5.3. Consequences of Non-Compliance

- a. In the event of non-performance or violation or breach of the requirements by Contractor(s), DCPS shall also have the right to pursue all administrative, contractual, and legal remedies against the Contractor(s) and shall have the right to seek sanctions and penalties as shall be appropriate including, but not limited to, the withholding of partial or full payment as remediation for poor performance in the form of unrealized value of contracted services and the potential reassignment of school(s) to another Contractor(s).
- b. In the event the Contractor does not perform in a satisfactory manner, FNS requires the Contractor to rectify all the items identified as deficient within 2 working days and take all such necessary actions and steps to maintain the standard of service required under the contract terms and conditions. Should no satisfactory remedial action be taken by an agreed upon time frame, DCPS may terminate the contract for default, in accordance with the Section I.12.

C.5.4. Parts Replacement

- a. Replacement parts shall be a current design and of the same manufacturer to minimize system depreciation and obsolescence. Non-OEM parts may be used at the discretion of the District but must be less than the cost of OEM parts.
- b. The Contractor shall maintain a sufficient parts inventory carried on their service vehicles to assure that at least fifty percent (50%) of the repairs can be completed at the time of the first call.
- c. Notes identifying and describing why parts are defective shall be included.

C.5.5. Equipment Replacement

- a. DCPS may consider replacement of equipment requiring extensive maintenance/service beyond that required as described in this document.
- b. The Contractor shall disconnect the old equipment and then install the replacement equipment according to the manufacturer's instructions.
- c. The Contract Administrator or authorized designee shall be the sole judge should there be a conflict when identifying an item as a "part" or as "equipment".

- d. If the estimated repair cost exceeds one half of the replacement cost, replacement shall be considered. This estimate shall be weighed against the replacement cost. The Contract Administrator or authorized designee shall determine whether to replace or repair the equipment.

C.5.6. Sign-in and Security Clearance

- a. Technicians and/or other contractor's staff shall check-in with the front desk office staff at each school. Name tags and sign in may be required to gain access to the building.

C.5.7. Warranty

- a. All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year.
- b. The warranty period for Contractor provided material shall be for period of one year after completion and acceptance of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance.
- c. All works performed shall be guaranteed against any defects in workmanship. The offeror shall satisfactorily correct at no cost to DCPS any such defect that may become apparent within a period of one year after the accepted completion of work. The warranty period shall commence upon date of acceptance by FNS.
- d. The Contractor shall provide a copy of the manufacturer's list prices for parts.
- e. The District of Columbia Public School system may consider replacement of equipment requiring extensive maintenance/service beyond that required as described in this bid document. Replacement cost of equipment shall be assessed, quoted, and completed by the Contractor and final approval and acceptance of quotes by DCPS.

C.5.8. Demonstration

- a. Should any school or office require a demonstration of equipment furnished by a Contractor, the supplying Contractor shall provide such demonstration and use instruction to the requesting school or office at no additional costs. The use demonstration shall be accomplished at the school or office location.

C.5.9. Reporting

- a. Upon completion of every service visit, including preventative maintenance, service repair, and equipment delivery, the Contractor shall submit a written "work order" report, signed and approved by the Cafeteria Manager or designee. These work orders shall be submitted weekly by COB each Monday of the following week by email to the FNS Contract

Administrator or authorized designee detailing the below items: Date, starting and completion time, and name and address of the school in service:

- i. Name of the responding technician
- ii. Purpose for visit, indication whether the visit was for preventative maintenance, service, repair, equipment delivery, or for other service. Please see below particular requirements for work orders:

Service Type	Work Order Requirements
Preventative Maintenance	<ul style="list-style-type: none"> • Preventative maintenance ticket number • Parts provided for replacements • Time and Labor • Description of tests performed to assess condition of the system
Service Repair	<ul style="list-style-type: none"> • Service ticket number • Parts provided for replacements • Corrective tasks performed • Time and Labor • Condition of system after service repair
Equipment Delivery and/or Installation	<ul style="list-style-type: none"> • Service ticket number, if applicable • Description of material and install work provided • Time and Labor • Condition of system after installation

- b. An emailed weekly job sheet report is due every Friday by COB to the Contract Administrator or approved designee outlining the status of the following: open job or ticket items, completed jobs, upcoming service deployment, quoted work, and estimated completion dates. The weekly current job sheet shall include the following.
 - i. Name of School
 - ii. Job or Ticket number
 - iii. Assigned technician
 - iv. Status Designation – “In Progress,” “Completed,” “Cancelled”
 - v. Completion/Estimated Completion Date
 - a. If “Completed,” the Date of Repair
 - b. If “In Progress, the Estimated Date of Repair
 - vi. Statement of the problem
 - vii. Description of Solution
 - viii. Parts needed/on order, if applicable
- c. The Contractor shall be prepared to fully participate in or in-person meetings to discuss outstanding projects and recap the most current job sheet report as noted in 5.9.b. Weekly

calls will be primarily held between the Contract Administrator or approved designee and the Contractor.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

- a. All work shall be subject to the inspection and approval of the District of Columbia Public Schools Food and Nutrition Services Contract Administrator or authorized designee during contract performance and before final payment is made.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 The term of the contract for the Base Year shall be from August 01, 2020 through July 31, 2021 with four option year periods exercised solely at the DCPS discretion. The Option Year periods are as follows:

Years	Period of Performance (POP)
Base Year	August 1, 2020 to July 31, 2021
Option Year One	August 1, 2021 to July 31, 2022
Option Year Two	August 1, 2022 to July 31, 2023
Option Year Three	August 1, 2023 to July 31, 2024
Option Year Four	August 1, 2024 to July 31, 2025

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

F.3 DELIVERABLES

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

CLIN	Deliverable	Description	Format/Method of Delivery	Due Date
001	Preventative Maintenance (B.4.1.1)	Semi-Annual Consolidated Electronic Excel Spreadsheet and Weekly consolidated report	Emailed to Contract Administrator or Designee	Upon completion of service.
001	Preventative Maintenance (B.4.1.1)	An Electronic Spreadsheet of Annual Preventative Maintenance Schedule	Emailed to Contract Administrator or Designee	December 30 and June 30 each year and upon request
001	Equipment Repair Contractor (B.4.1.2)	An Electronic Excel Spreadsheet upon any request for repair/service and weekly consolidated report	Emailed to Contract Administrator or Designee	Immediately upon completion of service request/visit.
001	Exhaust Hood Cleanings (B.4.1.3)	An Electronic Spreadsheet of Annual Cleaning Schedule	Emailed to Contract Administrator or Designee	June 30 each year and upon request
001	Reporting (C.5.9.a)	A signed electronic copy work order report upon completion of job	Emailed to Contract Administrator or Designee	Mondays by Close of Business
001	Reporting (C.5.9.b)	An Electronic Spreadsheet of Weekly Job report	Emailed to Contract Administrator or Designee	Fridays by Close of Business
001	Reporting (C.5.9.c)	Discuss outstanding projects and recap the most current job sheet report as noted in 5.9.b	In-Person or Phone Call with Contract Administrator or Designee	Weekly

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- G.1.3 The Contractor shall submit its itemized invoice to the CA weekly, as specified. Each invoice shall give a detailed breakdown of the requirements of this contract during the preceding month. No payment shall be made unless the school representative and/or Contract Administrator of the DCPS has signed the required delivery/service acceptance receipts.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

The proper invoice shall contain below information:

- G.2.3.1 Contractor's name, federal tax ID and invoice date (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(s) preparing the invoice;

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

G.2.3.8 Authorized signature.

G.2.3.9 See Attachment J.11, Invoice Template.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer'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

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

G.4.1 PAYMENT ON PARTIAL DELIVERY OF GOODS

Unless otherwise specified in this contract, payment will be made on partial deliveries of good 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 PAYMENT 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 Contracting Officer (CO) determines that the amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

G.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 based on completion and acceptance of each item for which the price is stated in the Schedule in Section B, and
- c) Presentation of a properly executed invoice.

G.5 **ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

G.6 **THE QUICK PAYMENT ACT**

G.6.1 **Interest Penalties to Contractors**

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

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

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

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

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

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

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

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

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

- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3 Subcontract requirements**
 - G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Cheryl Butler-Moore
Director, Contracts Management
Office of Contracts and Acquisitions
1200 First Street NE
9th Floor
Washington, DC 20002
(202) 442-5112
cheryl.butler-moore@k12.dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no

adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

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

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

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

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual 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:

Robert M. Jaber
Executive Director, Food and Nutrition Services
1200 First Street NE
9th Floor
Washington, DC 20002
robert.jaber@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.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4282, Revision No. 17, issued on April 23, 2020 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 regarding the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

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

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

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

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

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

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable

accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

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

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

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

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

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

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

- H.5.1** 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, (Section J.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
 - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H.5.4** If the contract amount is equal to or greater than \$200,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- (1) Document in a report to the CO the Contractor’s compliance with section H.5.4 of this clause; or
 - (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$200,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises 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 certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor which is certified 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.9.2 **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.9.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

H.9.4.1A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

The District shall be responsible for notifying the Contractor as soon as possible of delays, closures of schools, utility interruptions or any other instances where access to the schools may be hindered. The District shall provide access to all necessary buildings that hold equipment in need of repair. The District shall also provide power and utility connections such as gas supply and water supply.

H.10.1 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(s) 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 the 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 CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for providing all parts and materials required to perform repair services and provide the necessary supervision to accomplish the services requested and required. In the event any item(s) is not specified, but is required, the Contractor must include these at the agreed upon cost mark-up. The Contractor shall also provide accurate invoices and all supporting documents prior to payment submission. DCPS is not responsible

for providing parking contractor should use best judgment with regards to parking at DCPS school locations.

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:

[Insert list of positions requiring criminal background checks)

H.12.2 The contractor shall also obtain traffic records to investigate persons applying for employment. The contractor shall request traffic records for the following positions:

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 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 and employee:

- (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 (DCPS, Office of Compliance), 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.13.5(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.13.1 and H.13.2.

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 will 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 will inform the CO of its decision, and the CO will 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.12.21 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.13 FAIR CRIMINAL RECORD SCREENING

H.13.1 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.13.2 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.13.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.13.4 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.13.5 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.13.6 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.14 AUDITS AND RECORDS – TIME AND MATERIAL – CATEGORY TWO

H.14.1 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.14.2 Examination of Costs – If this is a cost-reimbursement, incentive, time-and-materials, labor hours, or price redetermination 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 incur 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.15 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.16 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the release-ability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.17 TOTAL COST – TIME AND MATERIAL -- CATEGORY TWO

It is estimated that the total cost to the Government 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 of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling 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 Government 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.

H.17 CEILING PRICE – TIME AND MATERIAL -- CATEGORY TWO

The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised

ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

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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 www.ocp.dc.gov, under Quick Links click on “Required Solicitation Documents.”

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

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

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

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

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

B. Title to Project Deliverables

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

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

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

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

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

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

OCP should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another

form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 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. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

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 under a commercial general liability or professional liability policy will not be acceptable.

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.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

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

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

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

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

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

The Government of the District of Columbia

And mailed to the attention of:

Candace Butler
1200 First Street NE
9th Floor
Washington, DC 20002

(202) 724-1501
candace.butler@k12.dc.gov

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

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

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

I.10.1 ORDER OF PRECEDENCE

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

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

- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 DISPUTES

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

14. Disputes

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

- (a) **Claims by the Contractor against the District: Claim:** as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
 - (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) 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 § 2360.04.

(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 TERMINATION OF CONTRACTS

I.12.1 Termination for the Convenience of the Government

- I.12.1.1** DCPS has the right to terminate the contract for the convenience of the government, DCMR 27, Section 3702.

I.12.2 Termination for Default

- I.12.2.1** 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.

I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 CHANGES

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

14. 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.15 CONTINUITY OF SERVICES

I.15.1 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.15.1.1 Furnish phase-out, phase-in (transition) training; and

H.15.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.15.2 The Contractor shall, upon the CO's written notice:

I.15.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.15.2.2 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.15.3 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.15.4 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.15.5 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.16 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

THIS SPACE INTENTIONALLY LEFT BLANK.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2015-4282, Rev. No. 9, issued on January 10, 2018
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"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit www.ocp.dc.gov , click on "Solicitation Attachments"
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Inventory List of Equipment
J.10	List of Schools, http://profiles.dcps.dc.gov/
J.11	Invoice Template
J.12	D.C Public Schools Kitchen Exhaust Hood System Inventory
J.13	DCPS, FNS Equipment Repair Process

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

L.1.1 Most Advantageous to the District

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

L.1.1.2 The District reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.2 SELECTION OF NEGOTIATION PROCESS

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

L.3 PROPOSAL ORGANIZATION AND CONTENT:

L.3.1 The offeror shall submit One Flash Drive, one (1) original, and three (3) copies of the written proposals. The proposals shall be submitted in two parts, two separate binders, titled, "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: [Proposal in Response to Solicitation No. RFP GAGA-2020-R-0066 "Hot Food Equipment, Hood and Exhaust Systems Maintenance, Services, and Repair" + name of bidder/offeror.

L.3.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation "Evaluation Factors." The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of services and delivery thereof. The 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.3.3** The offeror response to evaluation factors shall follow the format, sequence and numbering of the Section M.3.1 Evaluation Criteria. Proposals MUST be structured and referenced to match the outline format of the solicitation – including main divisions and sub-divisions.
- L.3.4** The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”
- L.3.5** Offerors shall complete, sign and submit all Representations, Certifications, amendments, and Acknowledgments as appropriate.
- L.3.6** The District will reject any offer that fails to include a subcontracting plan that is required by law.

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

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

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

- L.5.1 Proposal Submission Date and Time**

- L.5.1.1** Proposals must be submitted **no later than 2:00pm EST Monday June 29, 2020**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.5.1.2 Proposal Submission Address:

(a) In Person Hand Delivery Proposals:

1200 First Street NE
9th Floor
Washington, DC 20002

(b) Proposals Delivered Via US Postal Office, UPS, FEDEX:

1200 First Street NE
9th Floor
Washington, DC 20002

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 shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.5.4 Late Modifications

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

L.6 EXPLANATION TO PROSPECTIVE OFFERORS:

- L.6.1** If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email to dcpsoca.inquiries@dc.gov, and Zahra.Hashmi@k12.dc.gov. The prospective offeror shall submit questions no later than 2:00pm EST Friday, June 12, 2020. The District will not consider any questions received after the specified date of Friday June 12, 2020 at 2:00pm EST. The District will furnish responses via

an amendment published on the DCPS website, <https://dcps.dc.gov>. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. The amendment will be posted on DCPS website on June 15, 2020, by 3:00pm EST. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA:

L.7.1 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.7.2 ***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.7.3 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.8 PROPOSALS WITH OPTION YEARS

L.8.1 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.9 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.10 UNNECESSARILY ELABORATE PROPOSALS:

L.10.1 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.11 RETENTION OF PROPOSALS:

L.11.1 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.12 PROPOSAL COSTS:

L.12.1 The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 CERTIFICATES OF INSURANCE:

L.13.1 Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Candace Butler
Contracting Officer
District of Columbia Public Schools
Office of Contracts and Acquisitions
1200 1st Street, NE -- 9th Floor
Washington, DC 20002
O: 202-442-5112
E-Mail: candace.butler@k12.dc.gov

L.14 ACKNOWLEDGMENT OF AMENDMENTS:

L.14.1 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.15 BEST AND FINAL OFFERS:

L.15.1 If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers no later than 2:00pm EST Monday July 16, 2020. The Best and Final Offer shall be delivered to the address indication in Section L.5.1.2, Page 62. 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.16 LEGAL STATUS OF OFFEROR:

Each proposal must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of offerors;

L.16.2 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.16.3 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.17 FAMILIARIZATION WITH CONDITIONS:

L.17.1 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.18 GENERAL STANDARDS OF RESPONSIBILITY:

L.18.1 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.18.2 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.18.3 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.19 SPECIAL STANDARDS OF RESPONSIBILITY

L.19.1 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:

- (a) Balance Sheet,
- (b) Cash Flow Statement,
- (c) Letter of Credit from an accredited financial institution, or
- (d) Unaudited Financial Statement.

L.20 PRE-PROPOSAL CONFERENCE

L.20.1 There will be no Pres-Proposal Conference.

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award:

M.1.1 The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING:

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

M.2.3 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.3 EVALUATION CRITERIA:

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

M.3.1 TECHNICAL CRITERIA: (80 points maximum)

Factors	Description	Points
<p><u>Factor 1</u> Documented evidence of at least five years of experience repairing similar types of equipment. The evidence can be redacted invoices, work orders, etc.</p>	<p>Breadth of preventative maintenance and repair in the Food Service Industry. The purpose of this factor is to determine the Contractor’s experience with a similar style of service and volume of equipment. The Contractor will be evaluated based on its recent proven experience (duration of at least three years), type of equipment repaired, and the number of sites served.</p>	20
<p><u>Factor 2</u> References on Past Performance (provide letters of references from at least three clients for performing same/similar services with similar scope.)</p>	<p>The purpose of this factor is to gather data from an outside source and validate the information provided by the vendor to be accurate and allow for major success. The Contractor(s) will be evaluated based on the quality of the feedback of three references provided.</p>	10
<p><u>Factor 3</u> Violations and Measures of Remediation (provide evidence.)</p>	<p>The purpose of this factor is to assess the methods, efficiency, and effectiveness with which the Contractor has been able to mitigate any identified deficiencies. The Contractor(s) will be evaluated based on the documented measures of remediation for Notices of Violation in the last five years. Scoring preference will be given if no violations have been issued.</p>	10
<p><u>Factor 4</u> a. Staffing and Training Plan (provide a written plan) b. Schedule of preventive maintenance and cleaning.</p>	<p>The purpose of this factor is to assess the Contractor’s intent and effort to adequately staff and supervise the staff providing preventative maintenance, as well as repair response, and emergency response for each cluster. Contractor will be evaluated on feasibility of the plan.</p>	20

	Contractor will be evaluated on completeness and feasibility of the schedule that delineates when preventative maintenance and hood cleanings will occur at each school.	
<u>Factor 5</u> Implementation Plan	The purpose of this factor is to assess the contractor’s ability to start services in DCPS. The Contractor(s) will be evaluated based on completeness of the plan and its ability to demonstrate a comprehensive implementation plan of action for all components of the solicitation utilizing specific, measurable, achievable, realistic and time-bound strategies.	20
Contractor's License(s)		
Certificate of Insurance		
TOTAL TECHNICAL POINTS		80
Referenced Points		12
TOTAL POINTS		
NOTE: Bidder shall provide (Attached to the Proposal) evidence to prove the above factors.		

M.3.2 PRICE CRITERION: (20 Points Maximum)

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

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

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

M.3.4 TOTAL POINTS: (112 Points Maximum)

M.3.4.1 Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS:

M.4.1 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.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES (CBE):

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

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

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

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

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

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

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT:

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

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

END OF DOCUMENT
