1. Contract Number
A01

2. Amendment/Modification Number
A01

3. Effective Date
11/13/2020

4. Requisition/Purchase Request No.

5. Caption:
See Block 14.

6. Issued By:
DISTRICT OF COLUMBIA PUBLIC LIBRARY
Office of Procurement
901 G Street, NW - 4th Floor
Washington, DC 20001

7. Administered By (If other than line 6)

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)
Code

9A. Amendment of Solicitation No.
DCPL-2021-R-0007

9B. Dated:
10/30/2020

10A. Modification of Contract/Order No.

10B. Dated (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

A. This change order is issued pursuant to: (Specify Authority)
The changes set forth in Item 14 are made in the contract/order no. in item 10A.

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of:

C. This supplemental agreement is entered into pursuant to authority of:

X D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copy to the issuing office.

14. Description of amendment/modification

Caption: Landscape Maintenance and Related Landscape Supplemental Services for the DC Public Library

See pages 2 through 4.

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)
Diane Wooden

15B. Name of Contractor

15C. Date Signed
11/13/2020

16A. Name of Contracting Office

16B. District of Columbia

16C. Date Signed
11/13/2020
1. The below Section B.4 is hereby added to the solicitation.

**B.4 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY**

(a) Notwithstanding section H.9 SUBCONTRACTING REQUIREMENTS, for all contracts in excess of $250,000 that are unrelated to the District’s response to the COVID-19 emergency but entered into during the COVID-19 emergency, absent a waiver pursuant to D.C. Official Code § 2-218.51, at least 50% of the dollar volume (“CBE minimum expenditure”) of the contract shall be subcontracted to SBEs.

(b) If there are insufficient qualified SBEs to meet the requirement of paragraph (a), the subcontracting requirement may be satisfied by subcontracting the CBE minimum expenditure to any qualified CBE; provided, that best efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

(c) For every dollar expended by the Contractor with a resident-owned business (ROB), as defined in D.C. Official Code § 2-218.02(15), the Contractor shall receive a credit for $1.10 against the CBE minimum expenditure.

(d) For every dollar expended by the Contractor with a disadvantaged business enterprise (DBE), as defined in D.C. Official Code § 2-218.33, the Contractor shall receive a credit for $1.25 against the CBE minimum expenditure.

(e) For every dollar expended by the Contractor that uses a company designated as both a DBE and as a ROB, the Contractor shall receive a credit for $1.30 against the CBE minimum expenditure.

(f) "COVID-19 emergency" means the emergencies declared in the Declaration of Public Emergency (Mayor's Order 2020-045) together with the Declaration of Public Health Emergency (Mayor's Order 2020-046), declared on March 11, 2020, including any extension of those declared emergencies.

(g) This special provision shall apply to all option periods exercised under those contracts.

(h) Except as provided in this paragraph B.4, the requirements of section H.9 shall remain in effect.

2. The below sections H.24 and H.25 are hereby added to Section H of the solicitation.
H.24 AUDITS AND RECORDS

H.24.1 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.24.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CPO, or an authorized representative of the CPO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

H.24.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CPO, or an authorized representative of the CPO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

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

H.24.4 Comptroller General

H.24.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.24.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.24.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CPO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:
a) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
b) The data reported.

H.24.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.24.1 through H.24.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

H.24.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.24.7, in all subcontracts under this contract that exceed the small purchase threshold of $100,000, and:

a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
b) For which cost or pricing data are required; or
c) That requires the subcontractor to furnish reports as discussed in H.24.5 of this clause.

H.25 ADVISORY AND ASSISTANCE SERVICES

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CPO, or the duly authorized representative of the CPO as is necessary to ensure accomplishment of the contract objectives.

3. All other terms and conditions remain the same.