**SOLICITATION, OFFER, AND AWARD**

**1. Caption**
Snow and Ice Removal Services for the DC Public Library

**Page of Pages**
1 60

**2. Contract Number**
TBD

**5. Type of Solicitation**
- X Sealed Proposals (RFP)
- □ Sole Source
- □ Human Care Agreements
- □ Emergency

**6. Type of Market**
- X Set Aside

**NOTE:** In sealed bid solicitations, “offer” and “offereor” means “bid” and “bidder”.

**3. Solicitation Number**
DCPL-2023-R-0002

**4. Date Issued**
Thursday, October 13, 2022

**7. Issued By:**
DCPL Office of Procurement – 901 G Street, NW – 4th Floor, Washington, DC 20001

All proposals and offers will be submitted via electronic mail to procurementdclpl@dc.gov

**Various Locations**

**8. Address Offer to:**
Delivery

**A. SOLICITATION / CONTRACT FORM**

**9. Submission Deadline**
Date Due: Thursday, November 3, 2022
Time Due: 2:00 PM EDT

**10. Agency Contact**
- A. Name: Ebony Terrell, Contract Specialist
- B. Telephone: 202-478-1327
- C. E-mail Address: Ebony_terrell@dc.gov

**11. Table of Contents**

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**OFFER**

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

**13. Discount for Prompt Payment**

| 10 Calendar days | % | 20 Calendar days | % | 30 Calendar days | % |

**14. Acknowledgement of Amendments**

(The offeror acknowledges receipt of amendments to the SOLICITATION):

**15. Offeror Contact Information**

If Offeror is a Joint Venture, add signatures of additional general partners or members as appropriate,

| A. Name |
| B. Title |
| C. Address |
| City, State, Zip |

| D. Phone |
| 17. Signature |
| 18. Offer Date |

**16. Acceptance as to Items Numbered**

**19. Amount**

**20. Accounting and Appropriation – See Section G**

**22. Name of Contracting Officer (Type or Print)**

Diane Wooden, Agency Chief Contracting Officer

**23. Signature of Contracting Officer**

24. Award Date
SECTION A - HISTORY AND BACKGROUND

The District of Columbia Public Library (DCPL) is an independent agency of the District government that operates and manages the public library system for the Nation’s Capital. The DCPL system consists of the Martin Luther King Jr. Memorial Library and its twenty-five (25) neighborhood branch libraries. The libraries are opened seven (7) days a week and have expanded hours to allow patrons access to offered services.

DCPL has a recurring need to ensure the safety of the general public through the provision of snow and ice removal services at twenty-one of the District’s public libraries. These services have been satisfied through the contracted services of a company that provided the required equipment, equipment operators and the resources required to keep all such equipment operational during the declared “Snow Event”. It is estimated that during the snow season the District will experience fifteen (15) snow events that last for approximately twenty-four (24) hours each. DCPL may require the contractor to utilize geographical information systems and/or applications in accordance with this contract.

The intent of this contract is to combat adverse weather conditions in a comprehensive, proactive, and orderly manner that results in a high level of quality and safety for DCPL employees and the general public.

End of Section A
SECTION B: PRICE - SUPPLIES AND/OR SERVICES

B.1 The District of Columbia Public Library (DCPL) is issuing this Request for Proposals (RFP) to engage one (1) or more Contractors to provide snow and ice removal services, as well as surface pretreatment services for the twenty-one (21) libraries listed in Section C and Attachment J.9.

DCPL contemplate award of a firm fixed unit price contract with fully loaded hourly rates. The term of the contract will be for a period of one (1) year with an option to extend for four (4) additional one-year option periods.

B.1.1 AGGREGATE GROUP OR INDIVIDUAL ITEM

Award, if made, will be to a single bidder in the aggregate for those groups of items indicated by “Aggregate Award Group” herein. Bidder must quote unit prices on each item within each group to receive consideration.

B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprise (SBE) offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended.

An SBE shall submit with its proposal a copy of their current SBE certification letter.

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQ)

B.3.1 This is an ID/IQ contract for the services specified and effective for the period stated.

B.3.2 DCPL intends to award contracts to one (1) or more contractor and therefore cannot guarantee the actual amounts which will be purchased from anyone (1) contractor. DCPL in its sole discretion will decide which selected vendor is most suitable to provide the required snow and ice removal services for each order.

B.3.3 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.11. There is no limit on the number of orders that may be issued. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule on an as needed basis. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
B.3.4 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and District’s rights and obligations with respect to that order to the same extent as if the order were completed during the contractor’s effective period; provide, that the contractor shall not be required to make any deliveries under this contract after the contract expiration date.

B.4 PRICE SCHEDULE

See Attachment J. 9 – Form of Offer Letter.

End of Section B
SECTION C – SCOPE OF WORK

C.1 DEFINITIONS

De-icing  The practice of removing snow or ice once it has bonded to the pavement. This involves plowing and continual application of chemicals and abrasives. Plowing generally begins when an inch or more of snow has accumulated on the road. The De-icing (Magnesium Chloride) chemical shall be a state-wide approved chemical that is, environmentally safe, and animal friendly.

Ice Removal  Services related to removing and/or de-icing walking surfaces to include main entrances, parking lots and city sidewalks surrounding the building at a location to limit risks to staff and patrons.

Pre-treatment  A form of anti-icing where chemicals are applied to the road up to 48 hours before a winter storm to prevent a bond from forming between the pavement and the snow and ice when the storm starts.

Snow Removal  Services related to removing snow using equipment designed to remove snow to bare pavement, (away from the building), and treating walking surfaces including main entrances, parking lots and city sidewalks surrounding the building to eliminate or minimize icy conditions at a location in order to minimize risk to staff and patrons.

Snow-event  Snow event means a 12-hour period during which the CA or its designee, declares that he/she anticipates a snow fall or accumulation which is likely to require pre-treatment, ice-removal, snow plowing, snow clearing, or snow removal operations.

C.2 SCOPE OF WORK

DCPL is seeking the services of one (1) or more Contractors to provide all management, tools, supplies, equipment, vehicles, and labor necessary to perform snow and ice removal services on an as needed basis for the twenty-one (21) libraries listed below and in Attachment J.9.

A) Aggregate Award Group 1

1. Anacostia Library  Anacostia Library - 1800 Good Hope Road, SE
2. Chevy Chase Library  - 5625 Conn. Ave., NW
3. Georgetown Library  - 3260 R St., NW
4. Lamond Riggs Library  - 5401 South Dakota Ave., NE
5. Dorothy I. Height/Benning Library  - 3935 Benning Rd, NE
6. Petworth Library - 4200 Kansas Ave., NW
7. Southwest Library - 900 Wesley Place, SW
8. Francis Gregory - 3660 Alabama Ave., SE
9. Shepard Park - 7420 Georgia Ave., NW
10. Tenley - 4450 Wisconsin Ave., NW

**B) Aggregate Award Group 2**
1. Palisades Library - 4901 V St., NW
2. Woodridge Library - 5625 Conn. Ave., NW
3. Cleveland Park Library - 3260 R St., NW
4. William Lockridge/Bellevue Library - 115 Atlantic St., SW
5. Watha T. Daniels/Shaw Library - 1701 8th St., NW
6. Mount Pleasant Library - 3160 16th St., NW
7. Martin Luther King Library -330 7th St., NE
8. Southeast - 403 7th St., SE
9. Capitol View - 403 7th St., SE
10. Northeast - 330 7th St., NE
11. Takoma Park Library - 416 Cedar St., NW

**C.2.1 GENERAL REQUIREMENTS**

The Contractor shall furnish all labor, supervision, supplies, materials, equipment, and vehicles necessary to provide snow and ice removal services (bare pavement conditions are the only acceptable result) from:

- Sidewalks (on property and in public space adjacent to DCPL)
- handicap ramps
- parking lots
- driveways and aprons
- entrance and exit doorways

**C.2.2 Mobilization** - DCPL expects that the Contractor shall take a proactive approach to pending inclement weather. Either upon notification by the Contractor to DCPL of an impending storm, and DCPL’s authorization to proceed, or notification from DCPL to the Contractor of an impending storm, the Contractor shall have two (2) hours or other time as arranged by the Contract Administrator (CA) or designee listed in Section G to mobilize manpower, equipment, and materials to begin pretreatment, ice or snow removal services.

**C.2.3** The Contractor shall provide services (to include on-call service) prior to and during snow and ice events. The Contractor shall also provide application of approved ice control and traction materials (sand).

The Contractor shall provide the following services in preparation and during a snow event.
C.2.4 **Pre-treatment** - At the direction of the DCPL CA or designee, the Contractor shall mobilize and take the appropriate action to include the pretreatment of all sidewalks, stairways, and parking lots with the appropriate materials prior to the start of a storm.

C.2.5 **Snow removal** - The contractor shall commence operation once a snow event has been initiated either by the CA or the National Weather Services and as describe in section C.2.2. All snow and ice removal operations should begin upon the first to occur:

1. when accumulations exceed 1/2 inch, or
2. within one (1) hour after the precipitation ceases
3. when accumulation exceeds 2 inches or
4. within two (2) hours after precipitation ceases

C.2.5.1 The contractor shall remove all snow and ice from, and maintain a clear passage to, from and along all areas involving vehicular or pedestrian travel including, without limitations, sidewalks, sidewalk areas in public spaces adjacent to DCPL properties, stairwells, ramps and parking lots.

C.2.5.1.1 The Contractor shall ensure during a Storm resulting in 12' or more of snow/ice accumulation, that a pedestrian pathway exist that is a minimum of 3 feet wide and is kept free of any snow and ice accumulation. During a storm all areas involving vehicular or pedestrian travel, including without limitation, sidewalks, stairways, ramps, and parking lots shall be clear of all snow and ice at least (1) hour prior to the beginning of business hours and as needed, throughout the duration of the Storm. The Contractor will be expected to perform one or more Passes of Snow/Ice Removal Services as directed by the CA during a particular Storm.

C.2.6 **Snow Hauling** – The Contractor shall remove and haul snow from the DCPL sites as needed. The Contractor shall haul the snow to its own designated dumpsite. The Contractor shall ensure the proper disposal of the snow as per and State or Federal regulation and to always ensure public safety.

C.2.7 **De-icing** - De-icing chemicals shall be used for all areas of the property that must be cleared to allow parking lot and building access by staff, patrons or others providing services to DCPL. Salt or a combination of a salt/sand mix shall be used on parking lots. It shall be the Contractor’s responsibility to check site to determine if ice services are required. The Contractor shall ensure all areas are always treated and safe for the public. The Contract should use dye/colored de-icing chemicals when treating surfaces. The Contract shall ensure that all chemicals and materials use under this contract are environmentally and animal friendly.

C.2.8 **Vehicles** - The Contractor’s company name or logo and telephone number shall be prominently displayed on the door of each truck to assist with identification of the vehicle during performance of services. All Contractor vehicles shall be properly insured and
have a valid current inspection and registration from the state where the vehicle is registered.

C.2.9 Reporting/Scheduling - The Contractor shall be required to sign in and out using the DCPL Department of Facilities Management Check-In/Check-Out Website portal upon arrival at each library location prior to performing services and check-out after completion of services. Instructions will be provided to the successful awardee(s) at the post award meeting.

C.2.9.1 The Contractor shall remain in communications with the CA or its designated representative prior to, during and after each snow event. The Contractor’s shall submit a report in "real time" and include, but not limited to the following:
   a. name of properties treated
   b. date and times of operations
   c. quantity of snow and/or ice removed.
   d. equipment and material used
   e. staff utilized (full name and contact number)
   f. challenges or problems encountered during operations
   g. time and date stamped photographs or videos.

C.2.9.2 The Contractor shall submit invoice within twenty-four (48) hours after performing Services hereunder. The Contractor shall submit to the CA photographs or videos of the before and after conditions after each call-out or service for all locations. The photographs or videos shall be sent via email to the CA or its representative within 2 (two) hours of completing the services.

C.3 KEY PERSONNEL

C.3.1 The Offeror’s key personnel shall have the necessary experience and licenses to perform the required work. Key personnel shall include, at a minimum, the following individuals: (i) the Project Manager; (ii) the individual who will be responsible for dispatching crews and equipment; and (iii) the key foreman who will oversee and supervise the work in the field. The Contractor shall not be permitted to reassign any of the key personnel unless DCPL approves the proposed reassignment and the proposed replacement.

C.3.2 The key personnel shall be available to communicate with DCPL by cellular phone and email twenty-four (24) hours a day, seven (7) days a week throughout the term of the contract.

C.4 DRIVERS/OPERATORS

C.4.1 The Contractor shall provide sufficient qualified and trained operator(s) to ensure a continuous twenty-four (24) hour operation of snow removal (if needed) as directed by the CA or designee. Operators shall be properly licensed and adhere to all applicable Federal and State Motor Vehicle regulations.
C.4.2 Drivers/operators shall be at least eighteen (18) years of age and capable of working days and nights. No minors under the age of eighteen (18) will be allowed on DCPL work site(s). Under no circumstances shall the Contractor, while performing services under the contract, allow or be permitted to have private or minor-aged passengers ride in snow removal vehicles. Contractors observed allowing private or minor-aged passengers in vehicles during snow removal operations will be asked to cease snow removal operations for the remainder of the snow event and thereafter no payment will be made to the Contractor.

C.4.3 To ensure the overall safety of all personnel and the general public, the Contractor shall provide drivers/operators who are able to communicate in the English language. The drivers/operators shall be required to demonstrate that they are capable of understanding instructions in English for safe and effective operations.

C.4.4 It shall be the Contractor’s responsibility to provide valid licensed operators. When required by the equipment being operated, the operator of the equipment shall possess a valid Commercial Driver’s License (CDL) with the proper endorsements and shall have this license during operations of the vehicle. Failure to comply with this request constitutes unsatisfactory performance and may result in termination of the contract. DCPL reserves the right to check operator’s/driver’s license any time during snow and ice removal operations and the validity of the license with the District’s Department of Motor Vehicles at any time during the contract period.

C.4.5 The Contractor shall be responsible for establishing schedules so that any individual driver/operator is not permitted to work more than fourteen (14) consecutive hours (to include standby) without having at least a six (6) hour break. If the duration of the snow event requires it, the Contractor shall ensure that properly trained and licensed relief drivers are available to sustain an around-the-clock operation.

C.5 Left Blank Intentionally

C.6 CONTRACTOR QUALIFICATIONS

C.6.1 The Contractor shall have a minimum of three (3) years’ experience in snow removal management.

C.6.2 The Contractor shall have experienced working crews to fulfill the requirements of SOW.

C.6.3 The Contractor shall have the ability to use smartphone or other technology devices to communicate with DCPL’s CA.

C.7 PROJECT SITE SAFETY

C.7.1 The Contractor shall assume responsibility for any damage to library property and/or staff personal property. The Contractor’s use of equipment shall not impede the normal provision of library services. The Contractor shall be responsible for providing all
signage, barricades, (if required) to ensure the safety of staff, patrons and the general public.

C.7.2  The Contractor shall not injure, damage, or destroy government property. The Contractor shall be held responsible for all damage to property, grounds and landscaping caused by equipment or the application of chemicals for ice and snow removal. All chemicals used shall be in accordance with Federal Specifications and local codes. The Contractor shall only use environmentally and pet-friendly ice-melt products (on concrete only) and sand (on asphalt only).

C.8  LICENSING ACCREDITATION AND REGISTRATION

The Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, State and Federal licensing, accreditation and registration requirements and standards necessary for the performance of the contract.

C.9  CONFORMANCE WITH LAWS

It shall be the responsibility of the Contractor to perform under the contract in conformance with DCPL Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

C.10  SPECIAL PROVISIONS RELATED TO COVID-19


C.10.2  The contractor is required to comply with the City Administrator’s Order No. 2022-7, Mask Requirements Inside Certain District Government Buildings and Offices, dated August 19, 2022 (Attachment J.13), and all substantially similar mask requirements, including any modifications to the Order, unless and until they are rescinded.

C.10.3  Failure of a District government contractor to comply with the mask requirement imposed by this Order may, in addition to any other sanction provided by law or regulation, subject the contractor to adverse contract actions, up to and including contract termination.

End of Section C
SECTION D - PACKAGING AND MARKING

This section is not applicable to the solicitation

End of Section D
SECTION E - INSPECTION AND ACCEPTANCE


E.2 INSPECTION AND ACCEPTANCE

The Contract Administrator (CA) identified in Section G of this RFP is responsible for the inspection and acceptance of all services/deliverables submitted under the contract.

End of Section E
SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

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) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Chief Procurement Officer prior to expiration of the contract.

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

F.2.3 The price for the option period(s) shall be as specified in Attachment J.9 Form of Offer Letter.

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:

<table>
<thead>
<tr>
<th>Reference Section(s)</th>
<th>Deliverable</th>
<th>Quantity</th>
<th>Format/Method of Delivery</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1.(C)</td>
<td>Updated/Revised Project Management Plan</td>
<td>1</td>
<td>Electronic Mail to the CA</td>
<td>TBD</td>
</tr>
<tr>
<td>C.2.8</td>
<td>List of Vehicle Information</td>
<td>1</td>
<td>Electronic Mail to the CA</td>
<td>5 days after award</td>
</tr>
<tr>
<td>C.2.9</td>
<td>Check-in and Check-out at each services location</td>
<td>As needed</td>
<td>Electronic check-in and out kiosk</td>
<td>As needed</td>
</tr>
<tr>
<td>C.2.9.1</td>
<td>Real Time Reporting a. name of properties treated</td>
<td>Per Snow Event</td>
<td>Electronic delivery</td>
<td>Real Time, but no more than COB the next business day.</td>
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<tr>
<td></td>
<td>b. date and times of operations</td>
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<td>c. quantity of snow and/or ice removed.</td>
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<td>d. equipment and material used</td>
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<td></td>
<td>e. staff utilized (full name and contact number)</td>
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<td>f. challenges or problems encountered during operations</td>
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<td>g. time and date stamped photographs or videos</td>
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<tr>
<td>C.2.9.2</td>
<td>Submit invoice The Contractor shall submit to the CA photographs or videos of the before and after conditions after each call-out or service for all locations.</td>
<td>Per Snow Event</td>
<td>Invoicing Vendor Portal and to the CA</td>
<td>twenty-four (48) hours after performing services</td>
</tr>
<tr>
<td>C.3.1</td>
<td>Key Personnel List to include full name, contact cellular phone number and email.</td>
<td>1</td>
<td>Electronic Mail to the CA</td>
<td>5 days after award</td>
</tr>
</tbody>
</table>

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in Section H.5.5 which is required by the 51% District Residents New Hires Requirements and the First Source Employment Agreement included herein as Attachment J.2. 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.

End of Section F
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.2 INVOICE SUBMITTAL

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

G.2.2 Unless otherwise specified in the Contract, the Contractor shall submit proper invoices on a monthly basis.

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

G.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 Chief Procurement 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

G.4.1 DCPL will make payments to the Contractor in accordance with the terms of the contract upon the submission of proper invoices or vouchers less any discounts, allowance or adjustments provided for in this contract.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with Clause Number 4383-8, Assignments of the Government of the District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009, the Contractor shall not assign or transfer this contract, any interest
herein or any claim hereunder, except as expressly authorized in writing by the DCPL CPO.

G.6 THE QUICK PAYMENT CLAUSE

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 this 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 before:

G.6.1.2.1 3rd day after the required payment date for meat or a meat 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 shall 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 shall pay subcontractors or suppliers 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% 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 CHIEF PROCUREMENT OFFICER (CPO)

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

Diane Wooden, CPO
DC Public Library
Office of Procurement
G.8 AUTHORIZED CHANGES BY THE DCPL CPO

G.8.1 The CPO 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 CPO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CPO, 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 CPO 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 CPO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CPO 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 CPO 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:
Michael Dodson  
Facilities Services Manager  
Department of Facilities Management  
DC Public Library  
901 G Street NW,  
Washington, DC 20001  
(202) 727-1231  
Email: michael.dodson2@dc.gov

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

G.9.3.1 Award, agree to, or sign any contract, delivery order or Purchase Order. Only the CPO shall make contractual agreements, commitments or modifications;

G.9.3.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;

G.9.3.4 Authorize the expenditure of funds by the Contractor;

G.9.3.5 Change the period of performance; or

G.9.3.6 Authorize the use of District property, except as specified under the contract.

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

G.10 ORDERING LIMITATIONS

G.10.1 Minimum Order: The District guarantees the minimum order for the awardees in an amount of $50.00 annually.

G.10.2 Maximum Order: The maximum order limitation for each contract and the total of all the POs issued to a single Contractor during anyone (1) contract year or option year period shall not exceed $500,000.00.

G.11 ORDERING CLAUSE

G.11.1 Any services to be furnished under this contract must be ordered by issuance of POs signed by the CPO. Such POs may be issued during the term of this contract.
G.11.2 All POs are subject to the terms and conditions of this contract. In the event of a conflict between a PO and this contract, the contract shall control.

G.11.3 If mailed, a PO is considered "issued" when the District deposits the PO in the mail. POs may also be issued by facsimile or by electronic commerce methods.

End of Section G
SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATION

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 24 dated 6/27/2022, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.3 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CPO 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.4 FREEDOM OF INFORMATION ACT

H.4.1 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.

H.4.2 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 releasability 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 For contracts for services in the amount of $300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service’s (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor’s hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.


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.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

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

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

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

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

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.
H.9.2 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 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

(1) The name and address of each subcontractor;

(2) A current certification number of the small or certified business enterprise;

(3) The scope of work to be performed by each subcontractor; and

(4) The price that the prime contractor will pay each subcontractor

H.9.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

(a) The price that the prime contractor will pay each subcontractor under the subcontract;

(b) A description of the goods procured or the services subcontracted for;

(c) The amount paid by the prime contractor under the subcontract; and

(d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.
H.9.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If 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 provisions in SCP, Default.

H.10 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES

H.10.1 If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

H.10.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.
H.11 PERFORMANCE REQUIREMENT FOR CONTRACTS OF $1 MILLION OR LESS

If this is a construction contract of $1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.

H.14 CONTRACTOR RESPONSIBILITIES

H.14.1 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury or death.

H.14.2 The Contractor shall be liable for all fines and shall comply with all District regulations for safe handling, storage, disposal, and use of any hazardous materials and chemicals.

H.14.3 The Contractor shall be charged the cost, in the event of fines or penalties levied by the EPA or an Air Quality Management Authority.

H.15 ALLOWABLE SUBCONTRACTING REQUIREMENTS

H.15.1 The Contractor shall ensure that all activities carried out by its subcontractors conforms to the provisions of this contract.

H.15.2 It shall be the responsibility of the Contractor to ensure that its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor shall not be relieved of the contract requirements.

H.15.3 The Contractor shall notify the DCPL CPO in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) calendar days prior to the effective date of the termination, unless immediate termination of the subcontract is necessary to protect the health and safety of staff or prevent fraud and abuse. In such an event, the Contractor shall notify the CA immediately upon taking such action.
H.15.4 If DCPL determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract, the District may terminate this contract for default.

H.15.5 The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor’s contract with DCPL and that the subcontractor look solely to the Contractor for payment for services rendered.

H.16 SUBCONTRACTOR STANDARDS

A prime Contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code §2-353-02.

H.17 CONTRACT TERMINATION

In accordance with DCPL Procurement Regulation Title 19 DCMR, Chapter 43, Section 4372, the DCPL CPO may terminate contracts for **default** or **convenience** in whole or in part only by written notice to the Contractor. The CPO shall have the discretion to determine the manner in which the written notice is sent to the Contractor.

H.18 GENERAL PROHIBITIONS OF GENDER IDENTITY OR EXPRESSION

It is unlawful for any person or entity, including agencies of the District of Columbia government and its contractors, to discriminate against a person in employment, housing, public accommodations, or educational institutions on the basis of that person’s actual or perceived gender identity or expression, pursuant to 4 DCMR §§801(e) – 808.899.1. See the Gender Identity and Expression Policy and Factsheet included herein as Attachment J.6.

H.19 PREGNANT WORKERS FAIRNESS

H.19.1 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.19.2 The Contractor shall not:

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

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;
(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

H.19.3 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.19.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.19.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.20 UNEMPLOYED ANTI-DISCRIMINATION

H.20.2 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.20.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.10 FAIR CRIMINAL RECORD SCREENING

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

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

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

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

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

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

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories.
(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

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

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

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The District of Columbia Public Library Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts dated October 2009 (Attachment J.1) is applicable to this solicitation.

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.

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.


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 hereby conveys,
assigns, and transfers to the District the sole and exclusive rights, title and interest in
Custom Product(s), 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 and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.
General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

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

B. INSURANCE REQUIREMENTS

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

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

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

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

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

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

5. **Environmental Liability/Contractors Pollution Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged
property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor’s pollution liability policy or (ii) $2,000,000 per occurrence and $2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor’s performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to the CO - Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous materials or other waste as a result of the Contractor’s operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. 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) $10,000,000 per occurrence and $10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

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

E. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor’s liability under this contract.
F. CONTRACTOR’S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

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

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

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

The Government of the District of Columbia
And mailed to the attention of:
Diane Wooden
Martin Luther King Jr. Library
901 G Street NW, Room 403H
Washington, DC 20001
202-727-4800
diane.woden2@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).

J. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
K. CARRIER RATINGS. All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.7. 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:

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
(4) Contract attachments other than the Standard Contract Provisions
(5) Contractor’s BAFOs (in order of most recent to earliest)
(6) Contractor’s Proposal
(7) RFP as amended

I.11 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 CPO.

I.12 GOVERNING LAW

This terms and conditions of this agreement and any agreements signed by the parties shall be governed by the District of Columbia. The District of Columbia shall be the designated jurisdiction and venue of the resolution of any disputes that may arise under this agreement.
I.11 CONTINUITY OF SERVICES

I.11.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia 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.11.1.1 Furnish phase-out, phase-in (transition) training; and

I.11.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11.2 The Contractor shall, upon the DCPL CPO’s written notice:

I.11.2.1 Furnish phase-in, phase-out services for up to ninety (90) days after this contract expires and

I.11.2.2 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 Contracting Officer’s approval.

I.11.3 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.11.4 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.11.5 Only in accordance with a modification issued by the DCPL CPO, 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.12 DISCRIMINATION CLAUSES

I.12.1 Anti-Discrimination Clause:
The Contractor:

I.12.1.1 Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

I.12.1.2 Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

I.12.1.3 Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.12.2 Non-Discrimination Clause:

I.12.2.1 The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

I.12.2.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

I.12.2.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

I.12.2.2.2 The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following:
a. Employment, upgrading or transfer;
b. Recruitment, or recruitment advertising;
c. Demotion, layoff, or termination;
d. Rates of pay, or other forms of compensation; and
e. Selection for training and apprenticeship.

I.12.2.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.12.2.2.1 and I.12.2.2.2 concerning non-discrimination and affirmative action.

I.12.2.4 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.12.2.2.2.

I.12.2.5 The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers’ representative of that contractor’s commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

I.12.2.6 The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontract agreement each subcontractor to permit access of such subcontractors’ books, records, and accounts for such purposes.

I.12.2.7 The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

I.12.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.12.2.2.1 through I.12.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or Contractor.

I.12.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

End of Section I
The following list of attachments are incorporated into the solicitation.

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.2</td>
<td>Department of Employment Services First Source Employment Agreement available at <a href="http://opd.dc.gov">http://opd.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>J.3</td>
<td>U.S. Department of Labor Wage Determination (Wage Determination No. 2015-4281, Revision No. 24 dated July 27, 2022)</td>
</tr>
<tr>
<td>J.5</td>
<td>Subcontracting Plan (if required by law) available at <a href="http://opd.dc.gov">http://opd.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>J.6</td>
<td>Gender Identity and Expression Policy and Fact Sheet</td>
</tr>
<tr>
<td>J.8</td>
<td>Certification of Clean Hand available at MyTax.DC.gov See Section K of this solicitation for instructions</td>
</tr>
<tr>
<td>J.9</td>
<td>Form of Offer Letter</td>
</tr>
<tr>
<td>J.10</td>
<td>Contractor’s Past Performance Evaluation Form available at <a href="http://opd.dc.gov">http://opd.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>J.11</td>
<td>Cost Price Disclosure Certification Form available at <a href="http://opd.dc.gov">http://opd.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>J.12</td>
<td>Bidder/Offeror Certification Form available at <a href="http://opd.dc.gov">http://opd.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>J.13</td>
<td>City Administrator’s Order No. 2022-7 Mask Requirements Inside Certain District Government Buildings and Offices</td>
</tr>
</tbody>
</table>

End of Section J
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 BIDDER/OFFEROR CERTIFICATION FORM

Offerors shall complete the Bidder/Offeror Certification Form included herein as Attachment J.12.

K.3 CERTIFICATION OF CLEAN HANDS INSTRUCTION

Each Contractor must submit with its offer, a compliant Certification of Clean Hands referencing the individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue and Department of Employment Services. Below are instructions on how to obtain a Certificate of Clean Hands.

1) Log in/or create a MyTax.DC.gov account (non-login option available for non-DC filers).

2) Click “Request a Certification of Clean Hands” to confirm or complete required information.

3) If compliant, a Certificate of Clean Hands will be generated instantly.

4) You WILL NOT be issued a Certificate of Clean Hands if your business:
   a) Owes the Office of Tax and Revenue (OTR) or the Department of Employment Services (DOES) more than $100.00 (combined).
   b) Has delinquent and/or missing tax returns.
   c) Has not paid the liability in full or does not have an existing payment plan that is in good standing.

For additional information, please contact OTR’s compliance Administration, Collection Division at 202-724-5045 or email CleanHands.cert@dc.gov. For technical support, contact OTR’s E-services unit at 202-759-1946 or email e-services.otr@dc.gov

End of Section K
SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District of Columbia Public Library

L.1.1.1 The District of Columbia Public Library intends to award multiple contract(s) resulting from this solicitation to the responsible Contractor(s) whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.1.2 DCPL reserves the right to award: i) one (1) contract for both of the Aggregate Award Groups listed in Section C.2 to a single Contractor or; ii) one (1) contract for Aggregate Award Group 1 and one (1) contract for Aggregate Award Group 2.

L.1.1.3 This procurement is being conducted in accordance with the provisions of Chapter 43, Section 4317 of the Department’s Procurement Regulations (TITLE 19 DCMR).

L.1.2 Initial Offers

The DCPL may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Contractor’s best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One (1) original and three (3) copies of the written proposals shall be submitted in two (2) parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12-point font size on 8 ½” x 11” white paper. Telephonic, telegraphic, and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCPL-2023-R-0002, Caption of RFP and Name of Contractor".

1. Numbering

   Pages are to be numbered sequentially from page 1 to the end, including charts, figures, tables, and appendices.

3. Names

   Include the firm/team name on each page.

4. Offerors shall submit proposals in response to this solicitation in English.
L.2.2 Contractors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Contractor shall respond to each factor in a way that shall allow the District to evaluate the Contractor’s response. The Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.3 Technical Proposal

L.2.3.1 The Contractor’s Technical Proposal shall include a Table of Contents providing the page numbers and location for each section and subsection of the Contractor’s proposal as described in Section L.2.6.

L.2.4 Executive Summary

Each Offer shall provide a summary of the information contained in the following sections.

L.2.5 General Team Information and Firm(s) Data

L.2.5.1 Each Offeror shall provide the following information for the principal firm and each of its subcontractors.

1. Name(s), address(es), and role(s) of each firm (including all subcontractors).

2. The Contractor’s full legal name, address, and phone number.

3. Identification of the Contractor’s authorized representative, the representative’s title, phone number and e-mail address.

4. Identification of the Contractor’s Contact Person for the proposals, if different from the representative; the Contact person’s address, phone number, and e-mail address.

5. Description of the Contractor’s organization.

6. A statement affirming the Contractor’s acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; and

7. Signature of an authorized representative of the Contractor’s organization.
L.2.6 Volume One: Technical Proposal

L.2.6.1 The below documents shall be included in Volume One.

Transmittal Letter

Section 1.........................................................Table of Contents
Section 2.........................................................Executive Summary
Section 3 ......................General Team Information and Firm(s) Data
Section 4.............. Bidder/Offeror Certification Form (Attachment J.12)
Section 5............................................................Amendments
Section 6..............................Relevant Experience and Past Performance
Section 7...... Project Management Plan and Sample Deployment Schedule
Section 8..........................................................Key Personnel

L.2.7 Volume Two: Price Proposal and Required Documents

L.2.7.1 The below documents shall be included in Volume Two.

L.2.7.2 The Contractor’s Price Proposal shall include a Table of Contents providing the page numbers and location for each section and subsection of the Contractor’s proposal as described in Section L.2.7.3.

L.2.7.3 Each Offeror shall submit a Form of Offer Letter substantially in the form of Attachment J.9. Material deviations, in the opinion of DCPL, from the Form of Offer Letter will be sufficient to render the price proposal non-responsive.

Transmittal Letter

Section 1.................................................................Table of Contents
Section 2........................................Form of Offer Letter (Attachment J.9)
Section 3……..Cost Price Disclosure Certification Form (Attachment J.11)
Section 4...............First Source Employment Agreement (Attachment J.2)
Section 5..............................EEO Information Report (Attachment J.7)
Section 6..............................Subcontracting Plan Form (Attachment J.5)

Section 7.................................................Certificate of Cleans Hands (Attachment J.8)

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than Thursday, November 3, 2022, by 2:00 p.m. EDT (as specified in Section A.9). 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.

L.3.1.1 The proposal or modification was sent by electronic-mail, and it is determined by the Contracting Officer that the late receipt was caused by mishandling by the District, or

L.3.1.2 The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Left Blank Intentionally
L.3.4 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.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the contact person, identified on page one. The prospective Contractor shall submit questions no later than Tuesday, October 20, 2022, by 4:00 p.m. EDT. The District will not consider any questions received after Tuesday, October 20, 2022, EDT. The District will furnish responses promptly to all other prospective Contractors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding. Official answers will be posted on the DCPL website at http://www.dclibrary.org/about/opportunities.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Contractors 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."
If, however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District shall 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.7.2 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

The Contractor shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.9 PROPOSAL PROTESTS

L.9.1 All protests alleging defects in this solicitation shall be governed by Section 4378 of the Department’s Procurement Regulations (19 DCMR § 4378); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board (“CAB”), pursuant to title X of the Procurement Practices Reform Act of 2010 (“PPRA”) (D.C. Official Code § 2-360.01 et seq.). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department’s Chief Procurement Officer (“CPO”) with “Protest” labeled on the envelope.

L.9.2 This section is intended to summarize the protest procedures and is for the convenience of the Contractors only. To the extent any provision of this section is inconsistent with the Department’s regulations or the PPRA; the more stringent provisions shall apply.

L.10 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
L.11 UNNECESSARILY ELABORATE PROPOSALS

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 Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.12 RETENTION OF PROPOSALS

All proposal documents shall be the property of DCPL and retained by DCPL, and therefore shall not be returned to the Contractors.

L.13 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS

DCPL shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that 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 FOIA exemption under Section 2-534(a)(1).

L.15 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted upon request to:

Diane Wooden
DC Public Library
Chief Procurement Officer
Martin Luther King Library
901 G Street NW, 4th Floor
Washington, DC 20001
diane.wooden2@dc.gov
L.16 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.17 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Contractors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Contracting Officer determines that it is clearly in the District’s best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Contractors still within the competitive range.

L.18 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.18.1 Name, address, telephone number and federal tax identification number of Contractor;

L.18.2 A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor 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.18.3 If the Contractor 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.19 FAMILIARIZATION WITH CONDITIONS

Contractors 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 shall 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.20 GENERAL STANDARDS OF RESPONSIBILITY**

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.20.1** To be determined responsible, a prospective contractor must demonstrate that it:

a. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

b. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;

c. Has a satisfactory performance record;

d. Has a satisfactory record of integrity and business ethics;

e. Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

f. Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, 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.20.2 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.21 PRE-PROPOSAL CONFERENCE/SITE VISIT

L.21.1 DCPL will not hold a pre-proposal conference or site visits. Contractor’s may visit the sites on their own. Please sign in at the Library Manager’s (or person in charge) desk prior to walking around the site. It is strongly recommended that Contractor’s visit all the sites to familiarize themselves with the size and conditions at the site prior to submitting a proposal in response to the solicitation.

L.22 PROPOSAL EVALUATION

Proposals will be evaluated in accordance with Section M.2.

L.23 RELEVANT EXPERIENCE AND PAST PERFORMANCE

Each Offeror shall submit the information required by Section M.2.1.

L.24 PROJECT MANAGEMENT PLAN AND SAMPLE DEPLOYMENT SCHEDULE

Each Offeror shall submit the information required by Section M.2.2.

L.25 KEY PERSONNEL

Each Offeror shall submit the information required by Section M.2.3.

L.27 PRICE

Each Offeror shall submit the information required by Attachment J.9 – Form of Offer Letter.
SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract(s) shall be awarded to the responsible Contractor(s) whose offer is most advantageous to DCPL based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide DCPL in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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.

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.2.1 Relevant Experience and Past Performance (0 - 30 points)

DCPL desires to engage a Contractor with the experience necessary to realize the objectives set forth in Section C of this RFP. Offerors will be evaluated based on their demonstrated experience with: (i) management of pretreatment, snow and ice removal operations for multi-asset property portfolios; and (ii) supervising multiple work crews in a time-sensitive environment. The Offeror shall describe their approach and methodology to successfully fulfill the required services described in Section C of this RFP. In addition, the Offeror shall submit:

a. A list of all contracts the Offeror has worked on in the last three (3) years similar in size and scope to those described in Section C. For purposes of this paragraph, similar shall mean comparable scopes of work, similar complexity, and comparable price. This information may be provided in a table format; however, it should include the following:

1. Name and title of the contact person and the contact person’s telephone number and email address.
2. Description of work performed.
3. Contract Number.
4. Total dollar amount of the contract.
6. A minimum of three (3) verifiable written Past Performance Evaluations or client Recommendation Letters.

M.2.2 Project Management Plan and Sample Deployment Schedule (0 - 25 points)

Offerors are required to submit a Project Management Plan and Deployment Schedule. The Project Management Plan should clearly explain how the Contractor will manage the work required under the contract. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing, equipment, and treatment products will be provided. At a minimum, the plan should: (i) include an inventory list of all equipment and products that are available to the Offeror and a description of where such equipment is stored; (ii) a description of the Offeror’s workforce and how its crews will be mobilized so as to ensure that sufficient workers will be available; (iii) a description of how and where the equipment and workers will be marshalled in the event of a storm; and (iv) a staffing plan which describes how crews will be deployed.
M.2.3  **Key Personnel**  
(0 to 10 points)

The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. The key personnel to be assigned to this project should have experience managing similar projects. The Offeror shall identify the key personnel and their specific roles on the Project. Proposals should identify, at a minimum: (i) the Project Manager; (ii) the individual who will be responsible for dispatching crews and equipment; and (iii) the key foreman who will oversee and supervise the work in the field.

M.2.4  **Price**  
(0 - 35 Points)

The price evaluation shall be objective. The Contractor with the lowest price on the base and four (4) option years shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Contractor's evaluated price score:

\[
\text{Lowest Price Proposal} \quad \frac{\text{Price of Proposal Being Evaluated}}{\text{X} \times 35} = \text{Evaluated Price Score}
\]

M.2.5  **Preference Points**

Total of 12 preferences points shall be awarded as stated in Section M.5.

M.2.6  **Total Evaluation Points**

- Technical Points = 65
- Price Points = 35
- CBE Points = 12
- Total Possible Points = 112

M.3  **EVALUATION OF OPTION YEARS**

The District shall 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 shall be determined at the time each option is exercised.

M.4  **EVALUATION OF PROMPT PAYMENT DISCOUNT**

M.4.1 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.4.2 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.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act 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 DSLBD will receive the addition of three (3) points on a 100-point scale added to the overall score.

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.

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 (2) points on a 100-point scale added to the overall score.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.
M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two (2) points on a 100-point scale added to the overall score.

M.5.1.9 Any prime contractor that is an equity impact enterprise (EIE) certified by DSLBD will receive the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the EIE 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

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

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

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

M.5.4.2 Any vendor seeking 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 850N  
Washington DC 20001

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

End of Section M